

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Alex R. Straus, SBN 321366
astraus@milberg.com
MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC
280 South Beverly Drive, Suite PH
Beverly Hills, CA 90212
T: 917-471-1894
F: 865-522-0049
Attorneys for Plaintiffs
Additional attorneys on signature page

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU
MOLINA, RANDY MILAND,
KAREN PERRI on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,
a California Corporation,

Defendant.

Case No. 2:21-cv-02136-CJC-MRW

**PLAINTIFFS’ NOTICE OF
MOTION AND UNOPPOSED
MOTION AND FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

HEARING

Dated: November 21, 2022
Time: 1:30 pm
Courtroom: 9B
Judge: Hon. Judge Cormac J. Carney

TO THE COURT, ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLAINTIFFS’ UNOPPOSED NOTICE OF MOTION AND MOTION FOR ATTORNEYS’
FEES, EXPENSES, AND SERVICE AWARDS

1 Notice is hereby given that, on November 21, 2022, at 1:30 pm or as soon
2 thereafter as counsel may be heard before Hon. Cormac Carney in Courtroom 9B of
3 the Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth
4 Street, Santa Ana, CA 92701-4516, Plaintiffs Paul Gifford, Mary Lou Molina, and
5 Randy Miland will and hereby do move the Court to enter an order under Rule 23 of
6 the Federal Rules of Civil Procedure:

- 7 1. Finally approving the Settlement Agreement between Plaintiffs and
8 Defendants as fair, reasonable, and adequate under Rule 23(e) of the
9 Federal Rules of Civil Procedure;
- 10 2. Finally certifying the Settlement Class under Rules 23(a) and (b3) of the
11 Federal Rules of Civil Procedure;
- 12 3. Dismissing this action against Defendant with prejudice;
- 13 4. Adjudging that Plaintiff and the Class be deemed conclusively to have
14 released and waived any and all Settled Claims against the Defendant as
15 provided in the Settlement Agreement;
- 16 5. Barring and permanently enjoining the Parties and the Class from
17 prosecuting any Settled Claims, as provided in the Settlement Agreement,
18 against any Party as to whom they have released claims.
- 19 6. Retaining exclusive continuing jurisdiction over the implementation of the
20 Settlement Agreement, the disposition of the Settlement Fund, and
21 enforcement and administration of the Settlement Agreement.

22 This motion is supported by the accompanying Memorandum of Law, the
23 Proposed Order filed herewith, the Declaration of Daniel K. Bryson, the Declaration
24 of J. Hunter Bryson, the Declaration of Gina Interpido-Bowden regarding the
25 Implementation and Adequacy of the Notice Plan, all the pleadings and documents

1 on file with the Court in this action, and further evidence and argument as may be
2 submitted prior to the Court's decision on this motion.

3 This motion is made following the conference of counsel pursuant to L.R. 7-3
4 which took place at the mediation on July 14, 2021 and on numerous dates thereafter.
5 Defendant does not oppose the relief sought by this motion and have approved the
6 form of the proposed order.

7
8 Dated: November 21, 2022.

Respectfully submitted,

9 /s/ Alex R. Straus

10 Alex R. Straus, SBN 321366

11 **MILBERG COLEMAN BRYSON**

12 **PHILLIPS GROSSMAN PLLC**

280 S. Beverly Drive

Beverly Hills, CA 90212

Telephone: (917) 471-1894

Facsimile: (310) 496-3176

astraus@milberg.com

16 Arthur Stock*

17 **MILBERG COLEMAN BRYSON**

18 **PHILLIPS GROSSMAN PLLC**

First Tennessee Plaza

800 S. Gay Street, Suite 1100

Knoxville, TN 37929

Tel: 865-247-0080

Fax: 865-522-0049

astock@milberg.com

23 Daniel K. Bryson*

J. Hunter Bryson*

24 **MILBERG COLEMAN BRYSON**

25 **PHILLIPS GROSSMAN PLLC**

26 PLAINTIFFS' UNOPPOSED NOTICE OF MOTION AND MOTION FOR ATTORNEYS'
FEES, EXPENSES, AND SERVICE AWARDS

27 CASE NO. 2:21-CV-02136-CJC-MRW - 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

900 W. Morgan Street
Raleigh, NC, 27603
Tel: (919) 600-5000
Fax: (919)600-5035
dbryson@milberg.com
hbryson@milberg.com

Attorneys for Plaintiffs

** admitted pro hac vice*

Alex R. Straus, SBN 321366
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**
280 S. Beverly Drive
Beverly Hills, CA 90212
Telephone: (917) 471-1894
Facsimile: (310) 496-3176

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU
MOLINA, RANDY MILAND,
KAREN PERRI on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,
a California Corporation,

Defendant.

Case No. 2:21-cv-02136-CJC-MRW

**MEMORANDUM OF POINTS AND
AUTHORITY IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Judge Cormac J. Carney

I. INTRODUCTION

Plaintiffs Paul Gifford, Mary Lou Molina, and Randy Miland request the Court grant final approval of the class action Settlement that they reached with Defendant Pets Global Inc. (“Pets Global”). Plaintiffs and their counsel are of the opinion that the Settlement—which requires Defendant to pay up an uncapped amount of valid claims along with significant non-monetary relief—is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

1 The Settlement is an excellent result for the Settlement Class. The uncapped
2 payments to be made by Pets Global will be used to provide substantial refunds to
3 Settlement Class Members whose product purchases were verified or who do not
4 have proof of purchase. Further, the extensive non-monetary relief will provide
5 extensive benefits to the Settlement Class and future purchasers of the products at
6 issue.

7 Because the requirements of Federal Rules of Civil Procedure 23(e) and (h)
8 are satisfied, Plaintiffs request the Court grant final approval of the Settlement by:
9 (1) approving the Settlement Agreement; (2) determining that adequate notice was
10 provided to the Settlement Class; (3) finally certifying the Settlement Class; (4)
11 granting Class Counsel \$814,172 in attorneys’ fees and \$60,828 in costs; and (5)
12 approving service awards for the proposed Settlement Class Representatives not to
13 exceed \$5,000 each.

14 **II. STATEMENT OF FACTS**

15 **A. Factual and procedural background.**

16 Plaintiffs brought this class action alleging they paid a premium price for
17 “grain free” and “chicken free” pet foods based on Defendant’s false, deceptive and
18 misleading advertising of their pet foods as “grain free” and “chicken free” when
19 Plaintiffs alleged they contained non-conforming soy and chicken. Plaintiffs alleged
20 that as result of these false, deceptive and misleading representations on the
21 product’s labels they paid a price premium that they otherwise would not have paid
22 had they known the truth about the products’ ingredients. (Dkt. No 1.)

23 Pets Global denies all of Plaintiffs’ allegations and is posed to vigorously
24 defend against this Action. After filing the Initial Complaint, the parties discussed
25 the idea of a mediation rather than engaging in prolonged and expensive litigation.

26 On July 14, 2021, Plaintiffs and Defendant conducted a mediation with the
27 Honorable Wayne Andersen (Retired) of JAMS Chicago. (Daniel Bryson Decl. ¶ 9.)

28

1 The parties engaged in an all day mediation and the case did not settle. (*Id.*) Despite
2 many conversations by both parties individually with Judge Andersen following the
3 mediation, the parties were unable to come to an agreement. (*Id.*) As a last attempt to
4 see if the parties would come to an agreement, Judge Andersen made a mediator's
5 proposal that both parties ultimately accepted. (*Id.*) The parties did not discuss
6 attorneys' fees and costs, or potential plaintiff service awards until after they agreed
7 on the material terms and structure of the settlement, including the definition of the
8 Class, the benefits to the Class, and the scope of released claims. (*Id.*)

9 Over the next six-plus-week period, the parties have continued to negotiate
10 settlement details, resolve their differences, and solidify the notification plan to
11 maximize the reach of the settlement's notice to potential class members, made
12 much more difficult by the lack of consumer names or purchase records, a problem
13 that is inherent in any class action related to expendable pet food products and which
14 prevents sending direct notice to the class. (*Id.* at ¶ 10.) Finally, on October 21,
15 2021, the parties' Agreement was finalized. (*Id.* at ¶ 11.) The settlement was, at all
16 times, negotiated at arm's length by experienced counsel on both sides, who are well
17 versed in complex class action litigation, particularly with respect to consumer fraud
18 and product defect litigation. (*Id.*) In the course of reaching the Settlement, the
19 Parties concluded that a nationwide settlement, encompassing claims of similarly
20 situated purchasers of Pets Global products from across the country was an
21 appropriate resolution. (*Id.*)

22 On October 25, 2021, Plaintiffs filed their Notice of Motion For Preliminary
23 Approval of Class Action Settlement and Memorandum. (Dkt. Nos. 45-48.) On
24 January 6, 2021 this Court denied Plaintiffs' Motion for Preliminary Approval of
25 Class Action Settlement. (Dkt. No. 50.) On April 4, 2022, Plaintiffs' refiled their
26 Notice of Motion For Preliminary Approval of Class Action Settlement and
27 Memorandum. (Dkt. Nos. 51-55.) On June 24, 2022, this Court Granted Plaintiffs'
28 Motion for Preliminary Approval of Class Action Settlement. (Dkt. No. 58.)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

The Settlement Class is defined as follows:

All persons residing in the United States who purchased the Products primarily for personal, family or household purposes, and not for resale, prior to the preliminary approval of the settlement, between the dates of four years prior to the filing of the Amended Complaint and the date of Preliminary Approval of the Settlement by the Court during the Class Period.

(Settlement Agreement ¶ 9.)

B. The notice program has been successful thus far.

Through the date of this filing, JND has received 28,186 claims (28,087 online and 159 by mail) (Interpido Bowden Decl. ¶ 24.) Of these, 1,434 were filed with a proof of purchase while 26,752 were filed without proof of purchase. *Id.* Although JND is still determining the validity of the proof of purchase claims, based on the claims received, the maximum payout the claimants would receive is \$277,450. Further, there was only a single objection and nine exclusions filed by Settlement Class Members. (*Id.* ¶¶ 21-22.) As discussed more herein, the notice program utilized a number of strategies to ensure 70% of the Settlement Class received notice of the Settlement. Settlement Class Members have until December 21, 2022 to make a claim. (J. Hunter Bryson Decl. ¶ 11.)

III. AUTHORITY AND ARGUMENT

Rule 23(e) provides that courts should grant final approval to class action settlements that are “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The 2018 amendments to Rule 23 articulate a four-factor test and the intent of which is to “focus the court and the lawyers on the core concerns of procedure and substance that should guide the decision” Fed. R. Civ. P. 23(e)(2) advisory committee’s note to 2018 amendments.

Under Rule 23(e)(2), the Court may approve a class action settlement “only after a hearing and only on finding that it is fair, reasonable, and adequate” after

1 considering whether (1) the class representative and class counsel have adequately
2 represented the class; (2) the proposal was negotiated at arm’s length; (3) the relief
3 provided for the class is adequate, taking into account (i) the costs, risks, and delay
4 of trial and appeal, (ii) the effectiveness of any proposed method of distributing
5 relief to the class, including the method of processing class member claims, (iii) the
6 terms of any proposed award of attorney’s fees, including timing of payment, and
7 (iv) any agreement required to be identified under Rule 23(e)(3); and (4) the
8 proposal treats class members equitably relative to each other. Fed. R. Civ. P.
9 23(e)(2).

10 The factors in Rule 23 are consistent with and embody those previously
11 identified by the Ninth Circuit as guides to determining whether a proposed
12 settlement is fair, adequate, and reasonable. The factors previously discussed by the
13 Ninth Circuit are: (1) the strength of the plaintiff’s case; (2) the risk, expense,
14 complexity, and likely duration of further litigation; (3) the risk of maintaining class
15 action status throughout the trial; (4) the amount offered in settlement; (5) the extent
16 of discovery completed and the stage of the proceedings; (6) the experience and
17 views of counsel; (7) the presence of a governmental participant; and (8) the reaction
18 of the class members to the proposed settlement. *See Churchill Vill., L.L.C. v. Gen.*
19 *Elec.*, 361 F.3d 566, 575–76 (9th Cir. 2004). The Ninth Circuit has characterized
20 these factors as “guideposts” and explained that “[d]eciding whether a settlement is
21 fair” is “best left to the district judge who can develop a firsthand grasp of the
22 claims, the class, the evidence, and the course of the proceedings—the whole gestalt
23 of the case.” *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prods.*
24 *Liab. Litig.*, 895 F.3d 597, 611 (9th Cir. 2018).

25 **A. Plaintiffs and Class Counsel have adequately represented the class.**

26 The Court previously found that Plaintiffs and their counsel are capable of
27 fairly and adequately protecting the interests of the members of the Settlement Class
28

1 in connection with the Settlement Agreement. (Dkt. No. 50 at 7-8.) Nothing has
2 changed. Plaintiffs and Settlement Class Counsel have continued to vigorously
3 represent the class and have no conflicts of interest with any Settlement Class
4 Members. Each Class Representative helped with investigating the claims that are
5 the subject of the Settlement, communicated thoroughly with Class Counsel
6 regarding their claims, and reviewed, provided input and approved the settlement. (J.
7 Bryson Decl. ¶¶ 12-13.)

8 **B. The Settlement is the result of arm’s-length, non-collusive negotiations.**

9 The parties negotiated the Settlement at arm’s length, during several months
10 of settlement negotiations and a mediation session before a highly respected
11 mediator. “[O]ne may take a settlement amount as good evidence of the maximum
12 available if one can assume that parties of equal knowledge and negotiating skill
13 agreed upon the figure through arms-length bargaining.” *Ortiz v. Fiberboard Corp.*,
14 527 U.S. 815, 852 (1999); *see also* Fed. R. Civ. P. 23(e)(2) advisory committee’s
15 note to 2018 amendment (“the involvement of a neutral or court-affiliated mediator
16 or facilitator in [settlement] negotiations may bear on whether they were conducted
17 in a manner that would protect and further the class interests”).

18 Class Counsel negotiated the Settlement with the benefit of many years of
19 prior experience and a solid understanding of the facts and law of this case. (D
20 Bryson Decl. ¶ 13.) Class Counsel has extensive experience litigating and settling
21 class actions, including consumer protection and false labeling claims in particular.
22 (*Id.*) They believe the Settlement is fair, reasonable, adequate, and in the best
23 interests of the Settlement Class as a whole. (*Id.* ¶ 22.)

24 **C. The relief provided for the Class is adequate.**

25 In determining whether the relief provided to the Settlement Class is adequate,
26 courts must balance the strength of the plaintiff’s case against the risk, expense,
27
28

1 complexity, and likely duration of further litigation. *See In re Online DVD-Rental*
2 *Antitrust Litig.*, 779 F.3d 934, 944 (9th Cir. 2015).

- 3 1. The relief provided by the Settlement is adequate in light of the costs,
4 risks, and delay of trial and appeal.

5 “[T]here is a strong judicial policy that favors settlements, particularly where
6 complex class action litigation is concerned.” *Perez v. CVS Health Corp.*, No.
7 119CV00449DADBAM, 2021 WL 2402950, at *5 (E.D. Cal. June 11, 2021)
8 (quoting *In re Syncor ERISA Litig.*, 516 F.3d at 1101 (citing *Class Plaintiffs*, 955
9 F.2d at 1276)). As a result, “[a]pproval of settlement is preferable to lengthy and
10 expensive litigation with uncertain results.” *Johnson v. Shaffer*, No. 2:12-cv-1059-
11 KJM-AC, 2016 WL 3027744, at *4 (E.D. Cal. May 27, 2016) (citing *Morales v.*
12 *Stevco, Inc.*, No. 1:09-cv-00704-AWI-JLT, 2011 WL 5511767, at *10 (E.D. Cal.
13 Nov. 10, 2011)).

14 The monetary benefits secured in the Settlement exceed similar settlements
15 approved by other courts. *See, e.g., Marty v. Anheuser-Busch Cos.*, No. 13-CV-
16 23656-JJO, 2015 WL 10858371, at *2 (S.D. Fla. Oct. 22, 2015) (providing for \$.50
17 to \$1.75 per unit for multi-bottle packs of beer, capped at \$50 per Settlement Class
18 Household with proof of purchase or \$12 without proof of purchase); *Theodore*
19 *Broomfield v. Craft Brew All., Inc.*, No. 17-CV-01027-BLF, 2020 WL 1972505, at
20 *9 (N.D. Cal. Feb. 5, 2020) (providing for relief of \$1.25 to 2.75 for a maximum of
21 \$10 without proof of purchase or \$20 with proof of purchase); *Schneider v. Chipotle*
22 *Mexican Grill, Inc.*, 336 F.R.D. 588 (N.D. Cal. 2020) (providing for relief of \$10 for
23 class members without proof of purchase, \$20 with proof of purchase up to a
24 maximum of \$30 per household); *Retta v. Millennium Prod., Inc.*, No. CV15-1801
25 PSG AJWX, 2017 WL 5479637 (C.D. Cal. Aug. 22, 2017) (providing for relief of
26 up to \$35 cash or \$35 in vouchers without proof of purchase, and \$60 in cash or up
27 to \$60 worth of vouchers with proof of purchase); *Lerma v. Schiff Nutrition Int'l*,

1 *Inc.*, No. 11CV1056-MDD, 2015 WL 11216701 (S.D. Cal. Nov. 3, 2015) (providing
2 relief of \$22 without proof of purchase and \$46 with proof of purchase).

3 The cash benefits of this case mirror the benefits in other petfood cases within
4 the Ninth Circuit that received final approval. See *Shaw et al v. Costco Wholesale*
5 *Corporation et al*, 2:20-cv-01620-RAJ (W.D. Wash) (\$5 per claimant without proof
6 of purchase and up to \$100 with proof of purchase); *Sarah Hill et al v. Canidae*
7 *Corporation*, 5:20-cv-01374-JGB-SP, (C.D. Cal.) (\$5 per claimant without proof of
8 purchase and up to \$125 per claimant with proof of purchase).

9 Plaintiffs expert valued the proof of purchase case benefits secured for class
10 members of \$515,332 and without proof of purchase monetary amounts of \$231,900
11 for a total of \$747,232. (Dkt. No 55 Dec. ¶ 25.) Plaintiffs' expert assumed a 10%
12 claims rate for those amounts. (*Id.*)

13 However, this case has more significant non-cash relief than what was secured
14 in both *Shaw* and *Canidae*. In *Canidae*, no injunctive relief was secured as part of
15 the Settlement, nor was there any requirement that the defendant audit its suppliers
16 over a certain time span. In *Shaw*, there again was no requirement the company audit
17 its suppliers over a certain time span and the injunctive relief secured was paltry
18 compared to the injunctive relief secured in this case. In *Shaw*, the defendant agreed
19 to state on all the affected products in small font on the bottom of the front of the
20 product label “[t]he facility in which this food is made also makes food that may
21 contain other ingredients, such as grains. Trace amounts of these other ingredients
22 may be present”. The defendant in *Shaw* was able to continue using the alleged
23 misrepresentations at issue with the minor label modification described above.

24 On the other hand, in this case the Defendant ***on all of the products at issue***
25 must cease using the “grain free” and “chicken free” representations in their entirety.
26 Agreement IV.A. Plaintiffs' expert estimated the total value of the injunctive relief
27 secured is \$273,789,121. (Dkt. No 55 at ¶ 21.) Within the four years following the
28

1 Settlement, Plaintiffs' expert calculated the value of the injunctive relief secured is
2 \$68,995,648. (Exhibit F to Dkt. No 55 at line 14.)

3 Considering the risks a court might accept the arguments advanced by Pets
4 Global would make at the motion to dismiss stage, and evaluating the calculations
5 done by Plaintiffs' expert, Plaintiffs negotiated the absolute best relief possible for
6 Settlement Class Members so that Settlement Class Members could receive tangible
7 and significant cash relief in a timely manner. Plaintiffs' expert calculated the price
8 premium on a per bag basis and concluded the price premiums are 9.4%, 10.6% and
9 12.6% for (1) 4-5 pound bags, (2) 10-18 pound bags, and (3) 18-30 pound bags
10 respectively. (Dkt. No 55 ¶ 17.) In dollars, this equates to a premium average of
11 \$1.92 for an 4-lb bag, \$7.20 for an 18-pound bag, and \$11.40 for an 30-pound bag.
12 (See Exhibits G.1-G.3 of Dkt. No 55.) At worst, a class member without proof of
13 purchase is receiving 43% of his damages (\$5 is 43% of 30 pound bag premium of
14 \$11.4). At best, a class without proof of purchase receives member is receiving
15 260% of its damages (\$5 is 290% of 4lb bag premium of \$1.92).

16 Cases have received final approval with damage recoveries far below 43%.
17 See, e.g., *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal.
18 2008) (approving settlement that constituted 6% of maximum potential damages); *In*
19 *re Toys R Us-Delaware, Inc.--Fair & Accurate Credit Transactions Act (FACTA)*
20 *Litig.*, 295 F.R.D. 438, 454 (C.D. Cal. 2014) (noting that award representing
21 between 5% and 30% of recovery "is not a de minimis amount" and "weighs in
22 favor of approval"); *Downey Surgical Clinic, Inc. v. Optuminsight, Inc.*, No. CV09-
23 5457PSG (JCx), 2016 WL 5938722 at *5 (C.D. Cal. May 16, 2016) (granting final
24 approval where recovery was as low as 3.21% of potential recovery at trial); *Stovall-*
25 *Gusman v. W.W. Granger, Inc.*, No. 13- cv-02540-HSG, 2015 WL 3776765, at *4
26 (N.D. Cal. June 17, 2015) (granting final approval of a net settlement amount
27 representing 7.3% of the plaintiffs' potential recovery at trial); *Shvager v. ViaSat,*
28 *Inc.*, No. CV 12-10180 MMM (PJWx), 2014 WL 12585790, at *10 (C.D. Cal. Mar.

1 10, 2014) (approving settlement representing “2.8% of the recovery that might have
2 been obtained had the case continued”).

3 Although, Plaintiffs are confident in the merits of their case, they are well
4 aware that litigation can be unpredictable and that Defendant intended to
5 aggressively pursue defenses available to them. Moreover, Plaintiffs still had several
6 hurdles to clear before resolution through further litigation, including extensive
7 discovery, class certification, dispositive motions, expert discovery and reports, and
8 ultimately trial and any appeal that followed. And even assuming Plaintiffs
9 successfully certified the class, Defendant could have moved to decertify or appeal
10 after trial. Plaintiffs also faced the ongoing risk that any payments to the Settlement
11 Class would be substantially delayed by appeals, that could have lasted for years.

12 2. Approved Claimants will receive cash payments reimbursing them for
13 their product purchases with proof of purchase, and Claimants who had
14 no proof of purchase will receive a cash payment.

15 Rule 23(e)(2)(C)(ii) requires consideration of the effectiveness of any
16 proposed method of distributing relief to the class, including the method of
17 processing class-member claims.

18 Claimants with proof of purchase or without proof of purchase can submit an
19 online claim or mail in a paper claim. Thus far the Valid claims will be paid by
20 check. Hence, given the variety of modern and suitable options for making claims
21 Settlement Class Members, and a suitable method for distributing relief for the
22 Settlement are proper and up to date for Rule 23 purposes.

23 In support of its Motion for Preliminary Approval of Class Action Settlement,
24 Proposed Settlement Class Counsel stated “[b]ased on calculations from Defendant’s
25 actual sales data, a 1% claims rate for this case would be approximately 8,243 claims
26 while a 10% claims rate would be approximately 82,439 claims.” (Dkt. No 55 No.
27 53 at ¶ 20.) “Based on the number of claims received in the other pet food
28 settlements Class Counsel was involved in, Class Counsel is confident that the

1 claims rate will be similar in this case should this Court grant Plaintiffs’ Motion.”
2 (*Id.*)

3 The 25,996 claims with non-proof of purchase and 1,414 claims with proof of
4 purchase received by JND to date is very comparable to amounts received in the
5 other cases Settlement Class Counsel was involved in. (J. Bryson Decl. ¶ 11). See
6 *Shaw et al v. Costco Wholesale Corporation et al*, 2:20-cv-01620-RAJ (W.D. Wash)
7 (22,520 claims without proof of purchase and 1,562 claims with proof of purchase);
8 *Sarah Hill et al v. Canidae Corporation*, 5:20-cv-01374-JGB-SP, (C.D. Cal.)
9 (46,080 claims without proof of purchase and 2,000 claims with proof of purchase).

10 Further, the 28,186 claims received to date equates to an approximate claims
11 rate of 3%, a rate that falls in line with many other settlements that have received
12 Final Approval. *In re Myford Touch Consumer Litig.*, No. 13-CV-03072-EMC, 2018
13 WL 10539266, at *2 (N.D. Cal. June 14, 2018). See 4 Newberg § 12:17
14 (recognizing that claims rates are often very low when relief is small and process
15 burdensome); Tait, 2015 WL 4537463 at *6 (less than 3% claims rate); *Yeagley v.*
16 *Wells Fargo & Co.*, Case No. 05-03403 CRB, 2008 WL 171083, at *2 (N.D. Cal.
17 Jan. 18, 2008) (less than 1% claims rate); *LaGorden v. Support.com, Inc.*, No. C 12-
18 0609 JSC, 2013 WL 1283325, at *6 (N.D. Cal. Mar. 26, 2013) (0.17% claims rate);
19 *In re Apple iPhone 4 Prods. Liab. Litig.*, No. 5:10-md-2188 RMW, 2012 WL
20 3283432, at *1 (N.D. Cal. Aug. 10, 2012) (0.16% to 0.28% claims rate).

21 Settlement Class Counsel submits the claims rate in this case is acceptable and
22 in line with other cases that have sought and received Final Approval.

23 3. Settlement Class Counsel’s requested attorneys’ fees are reasonable

24 Under Rule 23(e)(2)(C)(iii), the Court should consider “the terms of any
25 proposed award of attorney’s fees, including timing of payment.” Further, pursuant
26 to the requirements in *Briseno v. Henderson*, 998 F.3d 1014, 1023 (9th Cir. 2021),
27 the following *Bluetooth* factors must be used when analyzing attorneys’ fees in the
28

1 context of evaluating class settlements: (1) “when counsel receive[s] a
2 disproportionate distribution of the settlement”; (2) “when the parties negotiate a
3 ‘clear sailing arrangement,’” under which the defendant agrees not to challenge a
4 request for an agreed-upon attorney’s fee; and (3) when the agreement contains a
5 “kicker” or “reverter” clause that returns unawarded fees to the defendant, rather
6 than the class.

7 This case satisfies the *Bluetooth* factors for a number of reasons.

8 First, Settlement Class Counsel is not receiving “a disproportionate
9 distribution of the settlement”. Based on the number of claims received by JND to
10 date, the maximum payout to Settlement Class Members is \$277,450 (1,434 claims
11 of \$100 and 26,752 claims of \$5) while \$875,000 in fees and costs are sought by
12 Settlement Class Counsel. Hence, the projected monetary class member payout is
13 31% when compared to the amount of the attorney fees sought. The amount of
14 projected monetary class member payout compared to the amount of attorneys’ fees
15 sought is similar to the two other petfood cases Settlement Class Counsel was
16 involved in within the Ninth Circuit that received final approval.

17 In fact, those cases received final approval with even **higher** attorney fee
18 requests than the amount requested here. See *Shaw et al v. Costco Wholesale*
19 *Corporation et al*, 2:20-cv-01620-RAJ (W.D. Wash) (\$221,370 in maximum class
20 member payout with \$1,150,376 in attorneys’ fees sought, projected class member
21 payout, projected class member payout is 19% of the amount of fees sought); *Sarah*
22 *Hill et al v. Canidae Corporation*, 5:20-cv-01374-JGB-SP, (C.D. Cal.) (\$480,400 in
23 maximum class member payout with \$1,284,889 in attorneys’ fees sought, projected
24 class member payout is 37% of the amount of fees sought). Notably, the attorney
25 fees awarded in *Canidae* were awarded without being compared to the benefit of any
26 injunctive relief secured for settlement class members because the settlement did not
27 include any injunctive relief.

1 On the other hand, this case has significant non-monetary relief that benefits
2 the Settlement Class that makes the distribution to Settlement Class Members
3 significant. Plaintiffs’ expert estimated the total value of the injunctive relief secured
4 is \$273,789,121. (Dkt. No 55 at ¶ 21.) Within the four years following the
5 Settlement, Plaintiffs’ expert calculated the value of the injunctive relief secured is
6 \$68,995,648. (See Exhibit F to Dkt. No 55 at line 14.) Lastly, although not valued by
7 Plaintiffs’ expert, Pets Global must audit its suppliers for 5 years following any final
8 approval order entered by the Court. (Agreement IV.D.1-3.) These benefits are
9 intended to benefit past and future purchases of the products at issue and to ensure
10 the products at issue are labeled properly. Hence, Settlement Class Counsel in this
11 case is not receiving a “disproportionate distribution of the settlement” given the
12 sizeable monetary cash payment to Settlement Class Members from the claim
13 process and other valuable non-monetary benefits.

14 Second, a court analyzes whether “the parties negotiate a ‘clear sailing
15 arrangement’”. This case does contain a clear sailing arrangement. However, in
16 *Canidae* there was a clear sailing agreement and that case received final approval.

17 Third, this Settlement does not contain a “kicker” or “reverter clause” that
18 returns unawarded fees to the Defendant rather than the class. Here any attorneys’
19 fees awarded to Settlement Class Counsel have no bearing on any amount of relief a
20 class member would receive given this is a claims-made settlement rather than a
21 common settlement fund. Whether Settlement Class Counsel is awarded \$1 or the
22 entire amount they are requesting in attorneys’ fees, the monetary benefits for the
23 Settlement Class members and non-monetary benefits would remain unchanged.
24 Having the attorneys’ fees awarded separately in a claims-made settlement is the
25 same structure that received final approval in *Canidae* and *Shaw*. In *Canidae*, like
26 this case, the claims-made settlement benefits were uncapped. In *Shaw*, there was a
27 cap to the overall amount of claims the defendant was responsible to pay. In both
28

1 cases, like this case, there was no “kicker” clause that reverts unawarded to the
2 defendant rather than the class.

3 In short, this case satisfies the *Bluetooth* factors given the class payout is
4 substantial and not disproportionate to the class payout, the class payout amount is
5 right in line with two other cases that received final approval, the settlement includes
6 significant injunctive and other non-monetary relief that is designed to benefit future
7 purchasers of the products at issue, and there is no “kicker” or “reverter” clause that
8 reverts unawarded attorney fees to the Defendant rather than the Settlement Class.

9 Lastly, the lodestar-multiplier calculation confirms the propriety of the
10 requested fee here as set forth in Plaintiffs’ concurrently filed Motion for Attorneys’
11 Fees, Costs and Service Awards. Though free to do so, only one Settlement Class
12 Member objected to the Settlement and the basis of the objection had nothing to do
13 with the fee award sought by Settlement Class Counsel. (Interpido Bowden Decl. ¶
14 22, J. Bryson Decl. ¶ 14.) Plaintiffs’ preliminary approval materials with supporting
15 documentation was posted to the settlement website after it was filed with this Court
16 so that Settlement Class Members could have easy access to these materials and
17 Settlement Class Counsel’s requested fee. (J. Bryson Decl. ¶ 10.)

18 In sum, Settlement Class Counsel’s requested fee is reasonable, not objected
19 to by the Settlement Class, and does not run afoul of the *Bluetooth* factors.

20 **D. The Settlement treats Class Members equitably relative to each other.**

21 Under Rule 23(e)(2)(D), the Court must consider whether the Settlement
22 Agreement treats Settlement Class Members equitably relative to each other. Each
23 Settlement Class Member’s share will be based on his or her actual damages.
24 Settlement Class Members with verified product purchases will receive a higher
25 amount of their actual damages, while Settlement Class Members without proof of
26 purchase will receive less. Agreement IV.B.2.a. This Settlement structure mirrors
27 structures approved as fair and reasonable in prior food mislabeling cases. *See, e.g.,*

1 *Retta*, 2107 WL 5479637 (approving settlement fund from which class members
2 could claim differing amounts in either cash or product vouchers based on whether
3 they could provide proof of purchase); *In re Volkswagen “Clean Diesel” Mktg.,*
4 *Sales Practices, & Prods. Liab. Litig.*, 895 F.3d 597, 607–609 (9th Cir. 2018)
5 (affirming certification of settlement class and final approval of settlement where
6 settlement class members with weaker claims likely benefitted from inclusion in a
7 class with members who had stronger claims); *Gehrich v. Chase Bank USA, N.A.*,
8 316 F.R.D. 215, 225 (N.D. Ill. 2015) (when some class members have stronger
9 claims than others, it is appropriate to provide larger settlement awards to those class
10 members.).

11 **E. The reaction of the Class was overwhelmingly positive.**

12 The existence of overwhelming support for a settlement agreement by the
13 class lends weight to a finding that the settlement agreement is fair, adequate, and
14 reasonable. *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529
15 (C.D. Cal. 2004) (“It is established that the absence of a large number of objections
16 to a proposed class action settlement raises a strong presumption that the terms of a
17 proposed class settlement action are favorable to the class members.”); *Sarah Hill et*
18 *al v. Canidae Corporation*, No. EDCV201374JGBSPX, (C.D. Cal. Sept. 28, 2021,
19 Dkt. No. 29 at 14) (“[t]he Court finds the lack of any objections probative and
20 concludes that this factor weighs strongly in favor of approval”).

21 Cases with a significant amount of objections, far more than the single
22 objection received here, have received final approval. *See Churchill Vill.*, 361 F.3d
23 566, 577 (9th Cir. 2004) (affirming final approval where “only 45” of the
24 approximately 90,000 notified class members objected and 500 opted out); *Boyd v.*
25 *Bechtel Corp.*, 485 F. Supp. 610, 624 (N.D. Cal. 1979) (finding “persuasive” the fact
26 that 84% of the class has filed no opposition); *Rodriguez v. West Publ’g Corp.*, 563
27 F.3d 948, 967 (9th Cir. 2009) (approving district court’s finding of “favorable
28

1 reaction” to settlement where, 52,000 class members submitted claims and 54
2 objected).

3 Despite there being an estimated 824,393 Settlement Class Members, only a
4 single Settlement Class Member objected to the Settlement and only 9 Settlement
5 Class Members opted out of the Settlement. (Interpido Bowden Decl. ¶¶ 20, 22.)
6 This represents an overwhelmingly positive reaction to the terms of the Settlement
7 given the significant number of Settlement Class Members at issue. This factor
8 warrants Final Approval of the Settlement.

9 **F. The Court-Ordered Notice Program is constitutionally sound.**

10 Rule 23(e)(1) requires the Court to “direct notice in a reasonable manner to all
11 class members who would be bound by” a proposed settlement. Fed. R. Civ. P.
12 23(e)(1). Class members are entitled to the “best notice that is practicable under the
13 circumstances” of any proposed settlement before it is finally approved by the Court.
14 Fed. R. Civ. P. 23(c)(2)(B).

15 Here, JND administered the Notice Program that was designed to reach 70% of
16 potential Class Members and inform them about the Settlement, as well as their rights
17 and options. The proposed Notice Program included a 12-week digital effort with the
18 leading digital network (Google Display Network – “GDN”) and the top social
19 media platform (Facebook). Additional notice efforts, including an internet search
20 campaign and the distribution of a nationwide press release in English and Spanish,
21 extended reach further. (Interpido Bowden Decl. ¶ 4.) JND also established and
22 maintained an informational, interactive Settlement website with online claim filing
23 capability; a toll-free telephone line with an interactive voice response (IVR); and a
24 post office box where Class Members were able to submit a claim or exclusion
25 request. (*Id.*)

26 On July 4, 2022, JND launched a digital effort to launch with GDN and
27 Facebook. (*Id.* ¶ 6.) The digital effort concluded on September 25, 2022, delivering
28

1 348,301,317 impressions to adults 25 years of age or older (Adults 25+) throughout
2 the U.S. and its territories via GDN and Facebook. (*Id.*) Overall, the digital effort
3 with GDN and Facebook delivered 5,301,317 impressions more than what was
4 originally planned. (*Id.*) A portion of the GDN impressions were allocated towards
5 Spanish language sites, as well as users with an affinity for dogs, dog health
6 information, dog pet care, and dog lovers segment. (*Id.*) Likewise, a portion of the
7 Facebook effort was allocated towards users with an interest in dog food, dog health,
8 and dog lovers. (*Id.*) The digital activity was served across all devices (desktop,
9 laptop, tablet and mobile), with a heavy emphasis on mobile devices. (*Id.* ¶ 7.) The
10 digital ads linked directly to the Settlement website, where Class Members were able
11 to access more information about the Settlement, including the Long Form Class Notice,
12 as well as file a claim electronically. (*Id.*)

13 To extend notice exposure, JND implemented a digital search effort from July
14 4, 2022 through September 25, 2022 to assist in directing Class Members to the
15 Settlement website. (*Id.* ¶ 9.) Overall, 30,659 additional impressions were served
16 when purchased keywords related to this Settlement were searched. (*Id.*)

17 JND also created a settlement website that included downloadable copies of
18 the Summary Notice, the Long Form Class Notice in both English and Spanish, the
19 Claim Form, the Exclusion Form, the Settlement Agreement, the Motion for
20 Preliminary Approval of Settlement, the Memorandum of Points and Authority, the
21 Declaration of J. Hunter Bryson ISO Motion for Preliminary Approval of
22 Settlement, the Declaration of Frank Bernatowicz ISO Motion for Preliminary
23 Approval of Settlement, and the Order Granting Preliminary Approval of
24 Settlement. (*Id.* ¶ 13.) The Settlement website also provides answers to frequently
25 asked questions, key dates, and contact information for the Settlement
26 Administrator. (*Id.*) At the Settlement website, Class Members could submit claims
27 electronically. (*Id.*) As of October 31, 2022, the Settlement website has tracked
28 136,486 unique visitors and 575,438 total views. (*Id.* ¶ 15.)

1 JND has maintained a dedicated toll-free telephone number (1-877-379-5993)
2 and an email address (info@PGPetFoodSettlement.com) for Class Members to
3 receive information related to the Settlement. (*Id.* ¶ 16.) The toll-free telephone
4 number provides information about the Settlement in English, with the option to
5 request a Settlement Notice in Spanish, and is available 24 hours/day, seven (7) days
6 a week. (*Id.*) As of October 31, 2022, the toll-free line has received 84 incoming
7 calls. (*Id.* ¶ 17.)

8 As of October 31, 2022, JND has received a total of 28,186 claims (28,027
9 online and 159 by mail). Of these claims, 1,434 were filed with a proof of purchase.
10 JND is continuing to receive and evaluate claims.

11 JND estimates that the notice plan reached at least 70% of the Class (and
12 likely much more) (*Id.* ¶ 25), satisfying Rule 23 requirements and due process.

13 **G. The Settlement Class should be finally certified.**

14 In its Preliminary Approval Order, the Court conditionally certified the
15 Settlement Class under Federal Rule of Civil Procedure 23(a) and (b)(3). (Dkt. No.
16 58 at 7-8.) The requirements of both Rule 23(a) and (b)(3) remain satisfied. For all
17 of the reasons set forth in the Court’s Preliminary Approval Order, (Dkt. No. 58),
18 and Plaintiffs’ Memorandum of Points and Authorities in Support of Motion for
19 Preliminary Approval of Class Action Settlement, (Dkt. No. 47 at p. 25-31), the
20 Court should finally certify the Settlement Class.

21 **H. Class Counsel’s requested fees and the Class Representatives’ requested**
22 **service awards should be approved.**

23 Not one Settlement Class Member objected to Class Counsel’s request for
24 reasonable attorneys’ fees, and service awards to Class Representatives Paul Gifford,
25 Mary Lou Molina, and Randy Miland. For all the reasons set forth in Plaintiffs’
26 Motion for Attorneys’ Fees, Costs and Service Awards, Class Counsel respectfully
27 request that the Court award (1) Class Counsel’s request for \$814,172 in attorneys’
28

1 fees and reimbursement of \$60,828 in costs; and (2) Class Representative service
2 awards in the amount of \$5,000 each in recognition of their service to the Settlement
3 Class.

4 **IV. CONCLUSION**

5 For the foregoing reasons, Plaintiffs respectfully request the Court enter an
6 Order (1) approving the Settlement Agreement; (2) determining that adequate notice
7 was provided to the Settlement Class; (3) finally certifying the Settlement Class; (4)
8 granting Class Counsel attorneys' fees of \$814,172 and reimbursement of \$60,828 in
9 costs; and (5) approving service awards in the amount of \$5,000 to each Class
10 Representative.

11
12 Dated: November 21, 2022.

Respectfully submitted,

13
14 /s/ Alex R. Straus

Alex R. Straus, SBN 321366

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN PLLC

280 S. Beverly Drive

Beverly Hills, CA 90212

Telephone: (917) 471-1894

Facsimile: (310) 496-3176

astraus@milberg.com

15
16
17
18
19
20 Arthur Stock*

MILBERG COLEMAN BRYSON

PHILLIPS GROSSMAN PLLC

First Tennessee Plaza

800 S. Gay Street, Suite 1100

Knoxville, TN 37929

Tel: 865-247-0080

Fax: 865-522-0049

astock@milberg.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Daniel K. Bryson*
J. Hunter Bryson*
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN PLLC**
900 W. Morgan Street
Raleigh, NC, 27603
Tel: (919) 600-5000
Fax: (919)600-5035
dbryson@milberg.com
hbryson@milberg.com

Attorneys for Plaintiffs

* by *pro hac vice*

1
2 **UNITED STATES DISTRICT COURT**
3 **CENTRAL DISTRICT OF CALIFORNIA**

4 PAUL GIFFORD, MARY LOU
5 MOLINA, RANDY MILAND,
6 KAREN PERRI on behalf of
7 themselves and all others similarly
8 situated,

9 Plaintiffs,

10 v.

11 PETS GLOBAL INC.,
12 a California Corporation,

13 Defendant.

Case No. 2:21-cv-02136-CJC-MRW

**DECLARATION OF DANIEL K.
BRYSON IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS’ FEES, EXPENSES, AND
SERVICE AWARDS.**

Judge: Hon. Judge Cormac J. Carney

14 I, Daniel K. Bryson, declare as follows:

15 1. I am Co-Lead Settlement Class Counsel for Plaintiffs in this action. I
16 make this Declaration in support of Plaintiffs’ Motion for Final Approval of Class
17 Action Settlement, Class Counsel’s Motion for Attorneys’ Fees, Expenses, and
18 Service Awards. I have actively participated in the conduct of this litigation, have
19 personal knowledge of the matters set forth herein, and if called to testify, could and
20 would testify competently thereto.

21 2. My firm, Milberg Coleman Bryson Phillips Grossman PLLC,
22 (“Milberg”) has principally litigated this case and have extensive experience in
23 prosecuting complex class actions across the country, including substantial
24 experience in litigating consumer fraud and defective product cases. (Dkt. No. 53,
25 Exhibit 2) (resumé of Class Counsel).

26 3. Class Counsel’s years of experience representing consumers in
27 complex class action cases contributed to an awareness of Counsel’s settlement
28 leverage, as well as the needs of the Plaintiffs and the Settlement Class. Settlement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Class Counsel believed, and continue to believe, that our clients have claims that would ultimately prevail in the litigation on a class-wide basis. However, Settlement Class Counsel are aware that a successful outcome is uncertain and would be achieved, if at all, only after several years of prolonged, contentious litigation with the attendant risk of drawn-out interlocutory and final appeals. In my opinion, as well as the opinion of other Settlement Class Counsel, based on our substantial experience, the Class Settlement warrants the Court’s final approval.

4. The sections that follow explain the course of the litigation and the hard-fought negotiations that resulted in the Settlement Agreement now before the Court for final approval. As described below, the Settlement provides significant monetary relief to consumers throughout the country. The Class Settlement is, in the opinion of the undersigned and the other Class Counsel, fair, reasonable, and adequate, and worthy of final approval.

BACKGROUND AND RELEVANT LITIGATION HISTORY

5. Defendant Pet’s Global has marketed and sold a line of petfood under the Zignature brand that are labeled “Grain Free” and “Chicken Free”. The central theme in all of Defendant’s marketing and product labelling of the products is that they contain ingredients that are limited ingredient diet in nature to help pets with sensitive diets or sensitivities to grains and low quality meat, such as chicken.

6. Prior to initiating this litigation, Settlement Class Counsel spent substantial time in pre-suit investigation. Settlement Class Counsel performed extensive research into the products sold by Pets Global that contained the “Grain Free” and “Chicken Free” representations. Settlement Class Counsel retained an academic expert in New Mexico that tested the products using the industry standard Q-PCR method of DNA testing that is FDA complaint. Due to the number of conflicts that labs across the country had because they worked for petfood companies, it was difficult for Settlement Class Counsel to find an expert willing to

1 test the products at issue, which is why Settlement Class Counsel had to use an expert
2 not remotely affiliated with the petfood industry. However, after a considerable time
3 searching, Settlement Class Counsel found an expert in New Mexico who was
4 associated with an academic institution that was willing to create an FDA compliant
5 testing protocol and test the products at issue. Settlement Class Counsel personally
6 contacted dozens of labs that politely declined to test the petfood at issue due to
7 conflicts or an unwillingness to be involved in protracted litigation.
8

9 7. Settlement Class Counsel also carefully reviewed relevant state and
10 federal law, including federal regulations and relevant FDA guidance regarding
11 petfood testing. Class Counsel further reviewed the filings and court decisions in
12 similar litigation addressing comparable products in order to identify legal and
13 factual issues we needed to be prepared to address. Once we had class
14 representatives, we fully researched the law in California, Illinois, and Minnesota

15 8. Although Plaintiffs felt confident in the merits of their claims, they also
16 knew of the significant hurdles in litigating their claims to a successful adversarial
17 resolution. In the event litigation had continued, or were to continue, Defendant have
18 maintained they would continue to seek a Rule 12(b) dismissal of Plaintiffs' claims
19 and would aggressively oppose class certification, including arguing that no
20 common deception or reliance existed and opposing the ability of Plaintiffs to
21 represent purchasers of Pets Global Products that Plaintiffs had not purchased.
22 Settlement Class Counsel anticipates that if their motions for class certification were
23 granted, Defendant would undoubtedly seek an interlocutory appeal under Rule
24 23(f). The scope of discovery would likely be hotly contested, and the case could
25 become a costly and time-consuming battle of experts. Motion practice would
26 include not only motions for summary judgment but also *Daubert* motions by both
27 Plaintiffs and Defendant. In all likelihood, any favorable result at trial would lead to
28 lengthy appeals.

The Settlement Achieves an Excellent Result for the Settlement Class and is the Result of Extensive Investigation, Hard-Fought Litigation and Arm’s-Length Negotiations

A. History of Negotiations and Preliminary Approval

9. On July 14, 2021, Plaintiffs and Defendant conducted a mediation with the Honorable Wayne Andersen (Retired) of JAMS Chicago. The parties engaged in an all-day mediation and the case did not settle. Despite many conversations by both parties individually with Judge Andersen following the mediation, the parties were unable to come to an agreement. As a last attempt to see if the parties would come to an agreement, Judge Andersen made a mediator’s proposal that both parties ultimately accepted. The parties did not discuss attorneys’ fees and costs, or potential plaintiff service awards until after they agreed on the material terms and structure of the settlement, including the definition of the Class, the benefits to the Class, and the scope of released claims.

10. Over the next six-plus-week period, the parties have continued to negotiate settlement details, resolve their differences, and solidify the notification plan to maximize the reach of the settlement’s notice to potential class members, made much more difficult by the lack of consumer names or purchase records, a problem that is inherent in any class action related to expendable pet food products and which prevents sending direct notice to the class.

11. Finally, on October 21, 2021, the parties’ Agreement was finalized. The settlement was, at all times, negotiated at arm’s length by experienced counsel on both sides, who are well versed in complex class action litigation, particularly with respect to consumer fraud and product defect litigation. In the course of reaching the Settlement, the Parties concluded that a nationwide settlement, encompassing claims of similarly situated purchasers of Pets Global products from across the country was an appropriate resolution.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. On October 25, 2021, Plaintiffs filed their Notice of Motion For Preliminary Approval of Class Action Settlement and Memorandum. (ECF Nos. 45-48). On January 6, 2021 this Court denied Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. (Dkt. No. 50). On April 4, 2022, Plaintiffs’ refiled their Notice of Motion For Preliminary Approval of Class Action Settlement and Memorandum. (Dkt. Nos. 51-55). On June 24, 2022, this Court Granted Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. (Dkt.No. 58).

The Settlement Class is believed to comprise thousands of Settlement Class Members and is defined as follows:

All persons residing in the United States who purchased the Products primarily for personal, family or household purposes, and not for resale, prior to the preliminary approval of the settlement, between the dates of four years prior to the filing of the Amended Complaint and the date of Preliminary Approval of the Settlement by the Court during the Class Period.

Settlement Agreement ¶ 9.

13. Settlement Class Counsel negotiated the Settlement vigorously and at arm’s-length. Plaintiffs were represented by experienced counsel at these negotiations, which were informed by the experiences of counsel for both sides in the litigation. Settlement Class Counsel was well-positioned to evaluate and negotiate this settlement not only based on their years of experience litigating similar cases, but also due to their extensive pre- and post-suit investigatory work that involved an analysis of the Defendant’s marketing efforts, the consultation of eminently qualified experts, extensive review of scientific literature, thorough legal research, and informal discovery.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

B. Settlement Benefits

14. The settlement benefits are consistent with the goals of the Settlement Class based on their claims in this action, namely, to have the opportunity for monetary compensation for past product purchases.

15. Defendant agreed to pay up an uncapped amount in monetary relief for Settlement Class Members. While Settlement Class Members without Proof of Purchase may still receive compensation, a Settlement Class Member’s compensation amount will be dependent on whether they have Proof of Purchase. Settlement Class Members who have Proof of Purchase may recover \$10.00 for each purchase of a product and can make a claim of up to ten products for a maximum of \$100. Settlement Class Members who do not provide Proof of Purchase may recover \$5.00.

16. Further, as part of the Settlement, Pets Global agreed to implement significant injunctive relief in this case. As part of the settlement, Pets Global has agreed to remove any and all “chicken free” and “grain free” representations on all of its products. These representations were the representations at issue in this action and the representations Plaintiffs alleged were false and misleading. Pets Global is permitted to sell any products it has manufactured as of the date of implementation, which is the date the Final Approval Order is entered. There is no end date in which Pets Global may resume using the representations at issue.

17. In addition, Pets Global agreed to audit all of the manufacturing plants of suppliers for a period of 5 years following the Court’s Final Approval Order. The audits of Pets Global’s suppliers will happen at least once a year and include the following: the visual inspection of all manufacturing machines that process, store, or otherwise come into contact with the petfood manufactured within said facility and purchased by Pets Global, an audit of the manufacturer’s manufacturing process and sourcing records, to confirm the accuracy of the ingredients being used in Pets

1
2 Global’s products, and ensuring that all of the manufacturing processes used by the
3 manufacturing plant adhere to quality control standards.

4 **RISKS OF CONTINUED LITIGATION**

5 18. Plaintiffs and Settlement Class Counsel remain confident in the
6 strength of their case, but they are also pragmatic and aware of the various defenses
7 available to Defendant, which are complex. There is no doubt that continued
8 litigation here would be difficult, expensive, and time consuming. The risks and
9 obstacles in this case are as great if not greater than those in other food false
10 advertising class actions because of the materiality of the non-conforming
11 ingredients, and this case would likely have taken years to successfully prosecute,
12 with the risk that ultimately there would be no recovery at all. Recovery, if any, by
13 any means other than settlement would require additional years of litigation in the
14 district courts and on appeal.

15 19. If this action proceeded to trial, the parties would incur significant
16 expenses, including the further payment of expert witnesses and consultants, along
17 with substantial time devoted to briefing Plaintiffs’ motion for class certification,
18 *Daubert* motions, and summary judgment motions, preparing for and conducting
19 trial, post-trial motion practice, and likely appeals (both potentially interlocutory and
20 final). Absent a settlement, the final resolution of this litigation through the trial
21 process may require several more months or even years of protracted, adversarial
22 litigation and appeals, which would delay relief to Settlement Class Members.

23 20. Further, each of these risks of continued litigation could have impeded
24 the successful prosecution of these claims at trial and in an eventual appeal –
25 resulting in zero benefit to the Settlement Class. Under the circumstances, Plaintiffs
26 and Settlement Counsel appropriately determined that the Settlement reached with
27 Defendant outweighs the gamble of continued litigation.

1
2 21. Whether the action would have been tried as a class action is also
3 relevant in assessing the fairness of the Settlement. As the Court had not yet certified
4 a class at the time the Agreement was executed, it is unclear whether certification
5 would have been granted, given the nature of Defendant’s arguments. Litigating class
6 certification would alone have required the Parties to expend significant resources.
7 And a denial of class certification would have left the Settlement Class Members
8 without any compensation. Given the extensive body of caselaw within the Ninth
9 Circuit regarding class certification for mislabeled petfood, this was a risk
10 Settlement Class Counsel was acutely aware of if this case were to proceed to class
11 certification.

12 **Opinions of Class Counsel Regarding the Settlement**

13 22. It is the opinion of Settlement Class Counsel who achieved the
14 Settlement that, given the numerable risks of extended litigation, this Settlement is
15 fair, reasonable, and adequate to the members of the Settlement Class.

16 23. Settlement Class Counsel has significant experience in the litigation,
17 certification, trial, and settlement of national class actions, and have recovered
18 hundreds of millions of dollars for the classes they have represented. The
19 experience, resources, and knowledge that Settlement Class Counsel brings to this
20 action is extensive and formidable.

21 24. Settlement Class Counsel have devoted substantial time and resources
22 to this action, are qualified to represent the Settlement Class, and have, along with
23 the Class Representatives, vigorously protected the interests of the Settlement Class.

24 25. The proposed Settlement is the best vehicle for the Settlement Class to
25 receive the relief to which they are entitled in a prompt and efficient manner.

26 **MILBERG’S BILLING RATES**

27 26. The billing rates for each Milberg attorney involved in this matter are
28 Milberg’s standard billing rates for the periods of time in which the work was

1 performed. Our rates are based on our analysis of the market rate for attorneys with
2 comparable qualifications, background, experience, and reputation. I am informed
3 and believe that the rates requested for the time of Milberg’s attorneys are reasonable
4 in relation to the hourly rates prevailing in California for other attorneys of similar
5 experience and qualifications.
6

7 27. Attached as **Exhibit 1** is a true and correct copy of excerpts from a
8 report published by the National Law Journal providing the 2017 billing rates for
9 firms based in California with significant offices in California. According to the
10 survey, Milberg’s requested rates fall within the range of many of the firms that are
11 involved in complex litigation with sizable presence in California based on the
12 National Law Journal survey: Greenberg Traurig (Partners: \$625-\$1080, Associates:
13 \$450-\$475), Jones Day (Partners: \$700-\$1050, Associates: \$300 \$800), Kirkland &
14 Ellis (Partners: \$235-\$1,410, Associates: \$210-\$295), Pillsbury Winthrop Shaw
15 Pittman (Partners: \$790-\$1235, Associates: Average \$680), Reed Smith (Partners:
16 \$820-\$902, Associates: \$425-\$675), Sidley Austin (Partners: \$965-\$1,180,
17 Associates: not available), and Winston & Strawn (Partners: Average \$930,
18 Associates: \$560-\$750).

19 **WORK PERFORMED BY MILBERG**

20 28. Milberg’s work in connection with this matter began in January of
21 2021. To date, my firm has spent 591 hours for a total \$405,960.

22 29. As a matter of practice, each attorney prepares daily records of the time
23 he or she spends on each matter for each client and the work performed. These time
24 records are logged into our system and include descriptions of the tasks undertaken
25 for each time entry. In this matter, I am the billing attorney and reviewed all bills for
26 accuracy and reasonableness. To the extent I believe time was not appropriate billed,
27 it was written off and not included in the amounts submitted.
28

1
2 30. I have spent more than 33 years representing individuals in building
3 product and consumer class actions, mass torts, and various other types of litigation.
4 I obtained my undergraduate degree from the University of North Carolina at Chapel
5 Hill in 1983 and obtained an Masters in Business Administration in 1986 from the
6 University of North Carolina at Greensboro. In 1988, I graduated from Wake Forest
7 University School of law and started my career in Raleigh, North Carolina. I have
8 tried numerous cases, many of which have resulted in multi-million-dollar verdicts.
9 I have been appointed as Lead Counsel in multiple product cases consolidated into
10 multi-district litigation, and have served on several Plaintiffs' Steering Committees
11 and in other leadership positions. Many of those class actions have likewise resulted
12 in multi-million-dollar settlement recoveries for consumers. Similarly, I have been
13 appointed as Class Counsel in numerous actions certified by courts. Consequently, I
14 am a frequent lecturer and writer on a variety of building product class action,
15 insurance, and mass tort related disputes. I have been quoted by a variety of media
16 outlets over the years, including the Wall Street Journal, Washington Post, New
17 York Times, Law360, and Lawyers Weekly to name a few. I have been named as a
18 member of the Legal Elite and Super Lawyers in North Carolina on numerous
19 occasions. I have been awarded the designation of one of the Top 25 lawyers in
20 Raleigh by Charlotte Magazine for a number of years including 2020. I am the
21 current president of Public Justice. Public Justice is a nationwide public interest law
22 firm that pursues high impact lawsuits to combat social and economic injustice,
23 protect the Earth's sustainability, and challenge predatory corporate conduct and
24 government abuses. I am also an adjunct professor at Campbell Law School in
25 Raleigh, NC, where I teach "Introduction to Class Actions and Multi-district
26 litigation." I recently finished my term as president of Public Justice, a non-profit
27 organization that provides legal advocacy tools to pursue social justice, economic
28 and race equity, and fundamental human rights for people who are struggling to

1
2 provide for their basic needs. My billing rate on this matter was \$875 for all time
3 incurred. Plaintiffs seek to recover 229 hours of my time on this case for a total
4 amount of \$200,375.

5 31. J. Hunter Bryson is a senior associate at Milberg. He has extensive
6 experience in class actions in federal and state court. He has been involved in a
7 number of class action settlements as co-lead counsel and was named a Super
8 Lawyers Rising Star in 2020, 2021, and 2022. Mr. Bryson graduated from the
9 University of North Carolina at Chapel Hill in 2012 with degrees in economics and
10 political science and graduated from Campbell University Norman Adrian School
11 of Law in Raleigh, North Carolina in 2016. Since his graduation from Campbell and
12 admission to the North Carolina bar, Mr. Bryson has only worked in the field of
13 product defects in class actions. He has been named Class Counsel in 17 different
14 actions in North Carolina state court and 3 different matters in federal district court.
15 Mr. Bryson's billing rate on this matter was \$575. Plaintiffs seek to recover 356
16 hours of his time for a total of \$204,700.

17 32. Cathy Bryant is a senior legal assistant with Milberg. Ms. Bryant's
18 billing rate was \$206 per hour. Plaintiffs seek to recover 5.3 hours of her time for a
19 total of \$885.8.

20 33. Settlement Class Counsel submits all of work done by attorneys and
21 staff in this action was required and necessary to make sure this case was properly
22 vetted. As a summary of the work in this matter, Settlement Class Counsel spent
23 substantial time investigating and litigating this case, including but not limited to the
24 following:

- 25 a. Reviewing all labelling and marketing of the Pet's Global
26 Products, including all available public statements;
27 b. Becoming thoroughly grounded in the relevant federal
28 regulations and FDA testing guidance;

- c. Retaining consulting experts;
- d. Retaining testing experts;
- e. Working extensively with testing experts regarding the testing method employed, testing ingredients to target, and products chosen to test.
- f. Researching relevant food mislabeling case law and controlling state law;
- g. Reviewing the records in other relevant petfood cases;
- h. Carefully crafting the complaints;
- i. Reviewing and researching Defendant's motions to dismiss;
- j. Preparing Amended Complaints;
- k. Preparing for and participating in a mediation and extensive negotiations outside of the mediation;
- l. Preparing briefing on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;
- m. Working with an expert to value components of the Settlement following the need to re-file Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;
- n. Working with the settlement administrator to design an effective notice program;
- o. Overseeing the claims process; and
- p. Responding to questions from Class Representatives and Class Members regarding the Settlement and their claims.

34. To date, Settlement Class Counsel has not received any compensation for the work performed to investigate, bring, and prosecute this Action.

35. Nearly every day, I am proposed a new case idea. However, during the pendency of this case to ensure myself and other members of my firm were able to

1 do the absolute best job for the Settlement Class, many cases that were proposed to
2 Settlement Class Counsel were turned down. This was done to ensure the attorneys’
3 and staff at my firm always have adequate time to litigate a case to the highest
4 degree. J. Hunter Bryson and I turned away significant work over the pendency of
5 this case that could have been profitable for Settlement Class Counsel’s law firm in
6 order to litigate this case properly.
7

8 36. In addition, Settlement Class Counsel has incurred a total of \$60,828 in
9 advanced litigation expenses. These expenses were reasonable and necessarily
10 incurred on behalf of the class and paid by Settlement Class Counsel, consisting of
11 consulting expert fees, filing fees, research, mediation, and other necessary
12 expenses. Settlement Class Counsel advanced this sum without receiving any
13 reimbursement. These expenses are reflected in the books of Settlement Class
14 Counsel’s firms, which are accurately maintained. Settlement Class Counsel request
15 reimbursement of their expenses as part of their attorneys’ fee request and not in
16 addition to it.

17 **CONCLUSION**

18 37. Settlement Class Counsel collectively have years of experience
19 representing consumers in prosecuting complex class action cases, including those
20 involving allegedly mislabeled foods. This experience provided, including during
21 settlement negotiations, an awareness both of the extent of Plaintiffs’ settlement
22 leverage and the needs of our clients and the Class. Settlement Class Counsel
23 believed, and continue to believe, that our clients had claims that would have
24 ultimately prevailed at the completion of the litigation and on a class-wide basis.
25 However, Settlement Class Counsel are aware that the outcome in each of our cases
26 was uncertain and that a favorable outcome would have been achieved, if at all, only
27 after prolonged, arduous litigation with the attendant risk of drawn-out appeals.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

38. In my opinion, as well as the opinion of the other Settlement Class Counsel, based on our substantial experience as outlined above, the Settlement warrants the Court’s final approval. Its terms are not only fair, reasonable, and adequate, but also are a favorable result for the Settlement Class. The Settlement provides substantial and concrete benefits to Class Members. Based on all of the foregoing factors, we respectfully request that the Court grant final approval of the Agreement.

39. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 16th day of November, 2022 in Raleigh, North Carolina.

/s/ Daniel K. Bryson

Daniel K. Bryson

EXHIBIT 1



2017 NLJ Billing Report

Source: National Law Journal

Category: National Law Journal

ALM Legal Intelligence collected 2017 hourly billing rates for partners, associates and of counsel from the published rates in the 20 largest federal bankruptcy jurisdictions. High, low and average attorney billing rates are reported for 948 firms, in 31 states and the U.S. Territory Puerto Rico.

Copyright © ALM Media Properties, LLC. All rights reserved.

Year	Firm Name	Largest U.S. Office - City	State	NLJ 500 Rank 2017	Partner Billing Rate Low	Partner Billing Rate High	Partner Billing Rate Avg	Associate Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Avg	Counsel Billing Rate Low		Counsel Billing Rate Average
2017	Cooley LLP	Palo Alto	CA	39			\$1,100	\$595	\$835	\$735	\$850	\$1,065	\$998
2017	Gibson, Dunn & Crutcher LLP	New York	NY	17	\$925	\$1,195	\$1,150	\$250	\$875	\$685			
2017	Greenberg Traurig, LLP	New York	NY	8	\$625	\$1,080	\$790	\$450	\$475	\$475			\$795
2017	Jones Day	Washington	DC	5	\$700	\$1,050	\$950	\$300	\$800	\$525			\$850*
2017	Kirkland & Ellis LLP	Chicago	IL	12	\$235	\$1,410	\$1,115	\$210	\$955	\$735			
2017	Pillsbury Winthrop Shaw Pittman LLP	Washington	DC	73	\$790	\$1,235	\$830			\$680*			
2017	Reed Smith, LLP	New York	NY	15	\$820	\$902	\$880	\$425	\$675	\$528			
2017	Sheppard, Mullin, Richter & Hampton LLP	Los Angeles	CA	64			\$760*	\$585	\$630	\$608			
2017	Sidley Austin LLP	Chicago	IL	10	\$965	\$1,180	\$1,135						
2017	Winston & Strawn LLP	Chicago	IL	46			\$930*	\$560	\$750	\$655			

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

Case No. 2:21-cv-02136-CJC-MRW

PAUL GIFFORD, MARY LOU
MOLINA, RANDY MILAND,
KAREN PERRI on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,
a California Corporation,

Defendant.

**DECLARATION OF J. HUNTER
BRYSON IN SUPPORT OF
PLAINTIFFS’ MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND MOTION FOR
ATTORNEYS’ FEES, EXPENSES, AND
SERVICE AWARDS.**

Judge: Hon. Judge Cormac J. Carney

I, J. Hunter Bryson, declare as follows:

1. I am a member of the law firm of Milberg Coleman Bryson Phillips & Grossman, PLLC (“MCBPG”), counsel of record for Plaintiffs in this matter. I am admitted pro-hac vice to this Court I am a member in good standing of the bars of the state of North Carolina. I respectfully submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Motion For Attorneys’ Fees Expenses and Service Awards. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration, and could testify competently to them if called upon to do so.

A. Our work on the case.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. Prior to filing the lawsuit, we conducted an extensive investigation into Pet’s Global Zignature line of products. I retained an academic expert that tested the products using the industry standard Q-PCR method of DNA testing that is FDA complaint. Due to the number of conflicts that labs across the country had because they worked for petfood companies, it was difficult for myself to find an expert willing to test the products at issue. However, I found an expert in New Mexico who was associated with an academic institution that was willing to create an FDA compliant testing protocol and test the products at issue. I personally contacted dozens of labs that politely declined to test the petfood at issue due to conflicts from working previously with petfood manufacturers or an unwillingness to be involved in protracted litigation.

3. In January 2021, I personally took the lead on all of the testing and coordination with our testing expert for the Zignature product line at issue. The method of testing, choosing the products to test, and choosing which ingredients to test for was an extremely time consuming and complex task and done in lock step with Plaintiffs’ expert. Each ingredient using the Q-PCR method must be manually looked for within a particular food product. There are many methods in which to test petfood and Class Counsel had to ensure the testing method used was FDA compliant and would be recognized as industry standard by the Defendant.

4. Following the aforementioned extensive pre-filing investigation, Plaintiffs case commenced on March 3, 2021 when Plaintiffs filed a lawsuit alleging that Pets Global manufactured certain products within its Zignature line that were labeled “Grain Free” and “Chicken Free” but actually contained material amounts of grain and chicken. (Dkt. No. 1.) Plaintiffs’ asserted claims under California, Illinois, and Minnesota state law.

1
2 5. On July 14, 2021, Plaintiffs and Defendant conducted a mediation with the
3 Honorable Wayne Andersen (Retired) of JAMS Chicago. The parties engaged in an
4 all-day mediation and the case did not settle. Despite many conversations by both
5 parties individually with Judge Andersen following the mediation, the parties were
6 unable to come to an agreement. As a last attempt to see if the parties would come to
7 an agreement, Judge Andersen made a mediator's proposal that both parties ultimately
8 accepted. The parties did not discuss attorneys' fees and costs, or potential plaintiff
9 service awards until after they agreed on the material terms and structure of the
10 settlement, including the definition of the Class, the benefits to the Class, and the
11 scope of released claims.

12 6. Over the next six-plus-week period, the parties have continued to negotiate
13 settlement details, resolve their differences, and solidify the notification plan to
14 maximize the reach of the settlement's notice to potential class members, made much
15 more difficult by the lack of consumer names or purchase records, a problem that is
16 inherent in any class action related to expendable pet food products and which
17 prevents sending direct notice to the class.

18 7. Finally, on October 21, 2021, the parties' Agreement was finalized. The
19 settlement was, at all times, negotiated at arm's length by experienced counsel on both
20 sides, who are well versed in complex class action litigation, particularly with respect
21 to consumer fraud and product defect litigation. In the course of reaching the
22 Settlement, the Parties concluded that a nationwide settlement, encompassing claims
23 of similarly situated purchasers of Pets Global products from across the country was
24 an appropriate resolution.

25 8. I took the lead on preparing the two Motions for Preliminary Approval and
26 memorandums and worked with defense counsel, Mr. LeClerc, in reviewing materials
27 in support of our Motions for Preliminary Approval, which included the claim form
28

1
2 and long form notice, Proposed Final Judgment, Proposed Preliminary Approval
3 Order, and the expert materials prepared by Plaintiff's expert.

4 9. On October 25, 2021, Plaintiffs filed their Notice of Motion For
5 Preliminary Approval of Class Action Settlement and Memorandum. (Dkt. Nos. 45-
6 48.) On January 6, 2021 this Court denied Plaintiffs' Motion for Preliminary Approval
7 of Class Action Settlement. (Dkt. No. 50.) On April 4, 2022, Plaintiffs' refiled their
8 Notice of Motion For Preliminary Approval of Class Action Settlement and
9 Memorandum. (Dkt. Nos. 51-55.) On June 24, 2022, this Court Granted Plaintiffs'
10 Motion for Preliminary Approval of Class Action Settlement. (Dkt. No. 58.)

11 10. After receiving preliminary approval of the settlement, I worked with JND
12 Settlement Administration the settlement administrator, on development and
13 implementation of the notice plan. I also made sure all of the preliminary approval
14 materials were posted on the settlement website. JND commenced the notice program
15 by initiating an online notice campaign.

16 11. The notice program so far has been a success. The 25,996 claims with non-
17 proof of purchase and 1,414 claims with proof of purchase received by JND to date is
18 very comparable to amounts received in the other cases Settlement Class Counsel was
19 involved in. See *Shaw et al v. Costco Wholesale Corporation et al*, 2:20-cv-01620-
20 RAJ (W.D. Wash) (22,520 claims without proof of purchase and 1,562 claims with
21 proof of purchase); *Sarah Hill et al v. Canidae Corporation*, 5:20-cv-01374-JGB-SP,
22 (C.D. Cal.) (46,080 claims without proof of purchase and 2,000 claims with proof of
23 purchase). The claims deadline runs until December 21, 2022.

24 12. Class Counsel is requesting service awards of \$5,000 for the Class
25 Representatives. The Class Representatives helped with the investigating the claims
26 alleged in the complaint, spoke to Class Counsel regarding the factual support of their
27 claims and reviewed and approved the settlement. Further, all of the Class
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Representatives helped identify the lot number that corresponded with the petfood they purchased and provided other information to ensure their products were sufficiently identified. Each of the Class Representatives supports the Settlement.

13. I took the lead on vetting the Class Representatives and all were very dedicated to this litigation and take their fiduciary role as Class Representatives seriously. The Class Representatives indicated a willingness to stay apart of the litigation through a potential appeal or trial. The Class Representatives were willing to sit through a deposition, trial, and do anything else that was asked of them to aid in the litigation. The Class Representatives have been very responsive, dedicated, and attentive to this litigation throughout its 19-month span. I respectfully submit the \$5,000 award for the Class Representatives is warranted in this matter.

14. On October 28, 2022, JND received one objection to the Settlement and alerted Class Counsel. The objection submitted by the Settlement Class Member had nothing to do with the attorney fee requested by Settlement Class Counsel.

15. Executed on this 16 day of November, 2022 in Raleigh, North Carolina.

/s/ J. Hunter Bryson

John Hunter Bryson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU MOLINA,
RANDY MILAND, KAREN PERRI on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

PETS GLOBAL, INC.,
a California Corporation

Defendant

Case No. 2:21-cv-02136-CJC-MRW

**DECLARATION OF GINA M.
INTREPIDO-BOWDEN REGARDING
IMPLEMENTATION OF NOTICE
PROGRAM**

Judge: Hon. Judge Corman J. Carney

1 I, GINA M. INTREPIDO-BOWDEN, declare and state as follows:

2 1. I am a Vice President at JND Legal Administration, LLC (“JND”). JND is a legal
3 administration services provider with its headquarters located in Seattle, Washington. JND has
4 extensive experience with all aspects of legal administration and has administered settlements in
5 hundreds of class action cases.

6 2. JND is serving as the Settlement Administrator in the above-captioned class action
7 for the purposes of administering the Settlement Agreement preliminarily approved by the Court in
8 its Order Granting Plaintiff’s Unopposed Renewed Motion for Preliminary Approval of Class
9 Action Settlement, dated June 24, 2022.

10 3. I previously filed a Declaration Regarding the Proposed Notice Program of Class
11 Action Settlement, on April 4, 2022. This Declaration is being filed to report on the implementation
12 of the Notice Program. It is based on my personal knowledge, as well as upon information provided
13 to me by experienced JND employees, and if called upon to do so, I could and would testify
14 competently thereto.

15 **NOTICE PROGRAM SUMMARY**

16 4. JND administered the Notice Program that was designed to reach 70% of potential Class
17 Members and inform them about the Settlement, as well as their rights and options. The proposed Notice
18 Program included a 12-week digital effort with the leading digital network (Google Display
19 Network – “GDN”) and the top social media platform (Facebook). Additional notice efforts,
20 including an internet search campaign and the distribution of a nationwide press release in English
21 and Spanish, extended reach further.

22 5. JND also established and maintained an informational, interactive Settlement
23 website with online claim filing capability; a toll-free telephone line with an interactive voice
24 response (IVR); and a post office box where Class Members were able to submit a claim or exclusion
25 request.

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DIGITAL NOTICE

6. On July 4, 2022, JND caused the digital effort to launch with GDN and Facebook. The digital effort concluded on September 25, 2022, delivering 348,301,317 impressions to adults 25 years of age or older (Adults 25+) throughout the U.S. and its territories via GDN and Facebook.¹ Overall, the digital effort with GDN and Facebook delivered 5,301,317 impressions more than what was originally planned. A portion of the GDN impressions were allocated towards Spanish language sites, as well as users with an affinity for dogs, dog health information, dog pet care, and dog lovers segment. Likewise, a portion of the Facebook effort was allocated towards users with an interest in dog food, dog health, and dog lovers.

7. The digital activity was served across all devices (desktop, laptop, tablet and mobile), with a heavy emphasis on mobile devices. The digital ads linked directly to the Settlement website, where Class Members were able to access more information about the Settlement, including the Long Form Class Notice, as well as file a claim electronically.

8. Screenshots of the Digital Notices as they appeared on GDN and Facebook are attached as Exhibit A.

ADDITIONAL NOTICE EFFORTS

9. To extend notice exposure, JND implemented a digital search effort from July 4, 2022 through September 25, 2022 to assist in directing Class Members to the Settlement website. Overall, 30,659 additional impressions were served when purchased keywords related to this Settlement were searched.

¹ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

1 related to the Settlement. The toll-free telephone number provides information about the Settlement
2 in English, with the option to request a Settlement Notice in Spanish, and is available 24 hours/day,
3 seven (7) days a week.

4 17. As of October 31, 2022, the toll-free line has received 84 incoming calls.

5 18. JND has also maintained a dedicated Post Office Box where Class Members
6 may send their Claim Forms, objections, and exclusion requests.

7 **REQUESTS FOR EXCLUSION**

8 19. The Long Form Class Notice states that any Class Member who would like to
9 exclude themselves from the Settlement must submit an exclusion request to the Settlement
10 Administrator delivered by October 31, 2022.

11 20. As of October 31, 2022, JND has received nine exclusion requests.

12 **OBJECTIONS**

13 21. The Long Form Class Notice states that any Class Member who would like to
14 object to the terms of the Settlement must submit an objection to the Settlement Administrator
15 delivered by October 31, 2022.

16 22. As of October 31, 2022, JND has received one objection.

17 **CLAIMS RECEIVED**

18 23. The Long Form Class Notice states that any Class Member who wants to receive
19 reimbursement for their qualifying Zignature pet food Products purchases must submit a completed
20 Claim Form to the Settlement Administrator, postmarked by mail or submitted online via the
21 Settlement Website by December 21, 2022.

22 24. As of October 31, 2022, JND has received a total of 28,186 claims (28,027 online
23 and 159 by mail). Of these claims, 1,434 were filed with a proof of purchase. JND is continuing to
24 receive and evaluate claims.

25 **REACH**

26 25. To calculate the digital reach, JND used a Comscore Inc. reach and frequency
27 platform. According to this reputable media reach tool, the digital notice campaign reached more
28

1 than 70% of likely Class Members. The internet search campaign and the distribution of the national
2 press release in English and Spanish extended the reach further.

3 **CONCLUSION**

4 26. In my opinion, the Notice Program provided the best notice practicable under the
5 circumstances, is consistent with the requirements of Rule 23, the due process clause of the United
6 States Constitution, and all applicable court rules, and is consistent with other similar court-
7 approved notice programs. The Notice Program was designed to effectively reach a minimum of
8 70% of Class Members and provide them with the opportunity to review a plain language notice
9 with the ability to easily take the next steps to learn more about the Settlement.

10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct.

12 Executed on November 2, 2022 at Philadelphia, PA.

13
14 

15 _____
GINA M. INTREPIDO-BOWDEN

16
17
18
19
20
21
22
23
24
25
26
27
28

- EXHIBIT A -

ADVERTISEMENT

Privacy Policy | Feedback | Follow 21.7M

Tuesday, Jul 5th 2022 4PM 83°F 7PM 83°F

LEGAL NOTICE

ZIGNATURE SETTLEMENT

If you purchased certain Zignature pet food products labeled as "grain free" or "chicken free," you may be eligible for benefits




Daily Mail .com



Home | U.K. | News | Sports | **U.S. Showbiz** | Australia | Femail | Health | Science | Money | Video | Travel | Shop | Daily Mail

Headlines | U.K. Showbiz | Johnny Depp | Amber Heard | Meghan Markle | TikTok | Taylor Swift | Kim Kardashian | Video | Games | Puzzles

ADVERTISEMENT



purple

Up to **\$200 off**
Our Mattresses

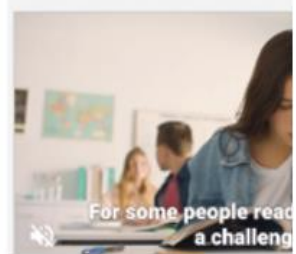
SHOP NOW Terms Apply

Travis Barker resurfaces after being released from hospitalization after life-threatening pancreatitis as he goes for a joyride with wife Kourtney Kardashian in vintage truck

By **BRIAN MARKS** FOR DAILYMAIL.COM
 PUBLISHED: 10:31 EDT, 5 July 2022 | UPDATED: 10:59 EDT, 5 July 2022

Site Web Enter your search

ADVERTISEMENT



For some people reading is a challenge



OVEN-READY

5:44



bleacherreport.com



LEBRON & AD VS. SHAQ & PENNY 2V2

LEBRON VS. YOUNG SHAQ

A video player interface with a yellow background. The main video area shows a basketball game with the text "LEBRON & AD VS. SHAQ & PENNY 2V2" in large white letters on a purple background. Below that, a smaller text "LEBRON VS. YOUNG SHAQ" is visible. A play button icon is centered over the video. At the bottom, there are several small green circles indicating a carousel of slides.

LEGAL NOTICE

ZIGNATURE SETTLEMENT

If you purchased certain Zignature pet food products labeled as "grain free" or "chicken free," you may be eligible for benefits

JND

A legal notice banner with a dark red background on the left and a photo of a dog on the right. The dog is a small, light-colored breed with brown patches, holding a silver metal bowl in its mouth. The text is white and yellow. The JND logo is in the bottom right corner of the photo.





Sign in



Mail

Mail News Finance Sports Entertainment Life COVID-19 Shopping Tech Tips Yahoo Plus More...

Politics US News Celebrity Lifestyle Sports Business Entertainment



Sports Sooners Wire

10 schools the SEC should look into if considering further expansion

If the SEC is looking for a response to the Big Ten's addition of USC and UCLA, here are 10 schools that they should consider.

Shopping Inspirations: Pre-Prime Day Deals

We may receive commission from purchases made via links in this module. Pricing and availability are subject to change.



Early Prime Day deals are already here: Save up to \$100 on select items

Amazon is dropping new deals daily ahead of the massive online sales event. Enjoy huge discounts on mattresses, vacuum cleaners, air conditioners and more.

Find more early deals



Pittsburgh 7:05 PM EDT

St. Louis 7:20 PM EDT

Atlanta

More scores »

Daily Horoscope Cancer



July 5 - Cancer - You have to focus on domestic issues today, or you could run out of energy too soon. At least one big problem has to be addressed right away, but other...

See more »

LEGAL NOTICE

ZIGNATURE SETTLEMENT

If you purchased certain Zignature pet food products labeled as "grain free" or "chicken free," you may be eligible for benefits



Unlimited Internet +



5:42



dogster.com



dogster

lapoflove.com

Mobile Pet Euthanasia Near Me

LEARN MORE



BOOKSTORE

SUBSCRIBE

GIVE A GIFT



MUST READ



LEGAL NOTICE

ZIGNATURE SETTLEMENT

JND

If you purchased certain Zignature pet food products labeled as "grain free" or "chicken free," you may be eligible for benefits



LEGAL NOTICE
ZIGNATURE SETTLEMENT
If you purchased certain Zignature pet food products labeled as "grain free" or "chicken free," you may be eligible for benefits



NEWS ▾

BET AWARDS ▾

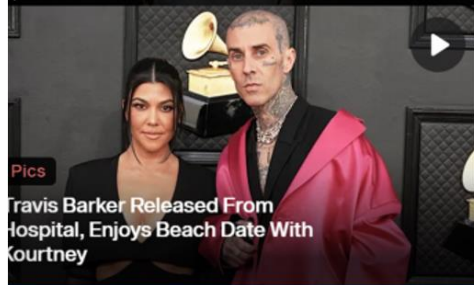
PHOTOS

VIDEOS

WATCH ET



Noah Cyrus Has Been 'in Recovery' for 2 Years Due to Xanax Addiction



Pics
Travis Barker Released From Hospital, Enjoys Beach Date With Kourtney



Queen Elizabeth's Duties Formally Revised Amid Mobility Issues



Nicky Hilton Gives Birth to Baby No. 3 -- See the Sweet Announcement



Pic
Chris Rock and Lake Bell Spotted Together on Multiple Outings In L.A.

Latest News

5:04



Search Facebook



Class Action Lawsuits



Sponsored ·

Affects purchasers of certain Zignature pet food labeled as "grain free" or "chicken free"



www.pgpetfoodsettlement.com

File a Claim for Payment

[Learn more](#)



Like



Comment



Share



Home



Watch



News



Marketplace



Notifications



Menu



msn

Tus búsquedas: good housekeeping span... google forms critical mention google sheets Administrar historial

Outlook.com Amazon Patrocinado Facebook El Corte Inglés Patrocinado COVID-19 Cobertura especial Booking.com Patrocinado Compras Deport

ZOLUCI... UP TO 80% OFF

GUERRA EN UCRANIA CORONAVIRUS JUPITER / 29°C NOTICIAS ENTRETENIMIENTO DEPORTES E-SPORTS DINERO MOTOR COMPRAS ESTILO BIENESTAR

El alcalde de Ermua rectifica y acepta ahora que Marimar Blanco intervenga en el acto institucional por su hermano
El Mundo

Cádiz, inaugurará su tranvía con 20 años de retraso
EL PAÍS

ACUERDO DE CONCILIACIÓN DE ZIGNATURE
AVISO LEGAL
Si usted compró determinados productos de alimento para mascotas Zignature, con la etiqueta "sin cereales" o "sin pollo", es posible que sea elegible para recibir beneficios.

Casimiro Curbelo se viste de Chávez y expropia media Gomera para...
MONCLOA.COM

La guerra judicial que se le avecina a Fidel Albiac, el marido 'oscuro' de Rocío...
Informalia

Masterchef: el mítico concursante que murió de un infarto
Merca2.es

Kyrgios, a juicio en Australia: acusado de maltrato por su expareja
El Español

La palpable madurez de Leonor, la princesa que se ha hecho mayor: "Yo...
Informalia

Lluvia de zascas para Cifuentes tras criticar así la foto de Irene Montero en...
Showbizz Daily





- HOME
- CNM 93.3 EN VIVO
- MADARIAGA
- ZONALES
- NACIONALES
- TV EN VIVO

ÚLTIMAS NOTICIAS MADARIAGA: Robo, daños y hurtos durante los últimos días

DESTACADAS

Piquete mortal: Confirmaron que la piedra usada para el ataque al camionero fue más letal que un balazo

cnm July 05, 2022

DESTACADAS

MADARIAGA: Robo, daños y hurtos durante los últimos días

July 04, 2022

DESTACADAS

MADARIAGA: Otro intento de estafa por WhatsApp fue desactivado porque usaron datos de un comisario que no existe

July 04, 2022

DESTACADAS

MADARIAGA – PRIMERO EN CNM: Allanamiento y detención de un hombre por un robo de un celular en una dietética

July 04, 2022

DESTACADAS

La flamante ministra de economía Silvina Batakis dijo que cree "en el equilibrio fiscal"

July 04, 2022

Escribinos y transformate en noticia

Hacé click acá para contactarnos

AVISO LEGAL

ACUERDO DE CONCILIACIÓN DE ZIGNATURE

Si usted compró determinados productos de alimento para mascotas Zignature, con la etiqueta "sin cereales" o "sin pollo", es posible que sea elegible para recibir beneficios.

JND



zignature lawsuit



All News Shopping Images Videos More Tools

About 3,890 results (0.48 seconds)

Ad - <https://www.pgpetfoodsettlement.com/>

Zignature Pet Food Settlement - File a Claim for Payment

Purchasers of certain pet food labeled "grain free" or "chicken free" may get a payment.

[https://www.prnewswire.com/news-releases/if-you-b...](https://www.prnewswire.com/news-releases/if-you-bought-certain-zignature-pet-food-products-labeled-as-grain-free-or-chicken-free-you-may-be-eligible-for-benefits-in-a-class-action-settlement)

If you bought certain Zignature® pet food products labeled as ...

2 days ago — PRNewswire/ — JND Legal Administration announces a proposed settlement has been reached in a **class action lawsuit** called Gifford et al., v.

[https://legalnewsline.com/stories/579504147-zignat...](https://legalnewsline.com/stories/579504147-zignature-pet-foods-sued-for-allegedly-having-grain-chicken)

Zignature pet foods sued for allegedly having grain, chicken

Mar 19, 2021 — LOS ANGELES (Legal Newsline) — Some **Zignature** Limited Ingredient dog foods made by Pets Global actually contain grains and chicken and can ...

[https://www.morningstar.com/news/pr-newswire/if...](https://www.morningstar.com/news/pr-newswire/if-you-bought-certain-zignature-pet-food-products-labeled-as-grain-free-or-chicken-free-you-may-be-eligible-for-benefits-in-a-class-action-settlement)

If you bought certain Zignature® pet food ... - Morningstar

2 days ago — ... **Zignature**® pet food products labeled as "Grain Free" or "Chicken Free," you may be eligible for benefits in a **class action** settlement.

<https://zignature.com>

Home - Zignature Food For Dogs

Zignature® Dog Food ... **Zignature**® Original is our meat first, limited ingredient line. Naturally high in protein and Omega-3 fatty acids. Available in 13 unique ...

Missing: lawsuit | Must include: lawsuit

- EXHIBIT B -

If you bought certain Zignature® pet food products labeled as "Grain Free" or "Chicken Free," you may be eligible for benefits in a class action settlement

NEWS PROVIDED BY

JND Legal Administration →

Jul 04, 2022, 09:24 ET

SEATTLE, July 4, 2022 /PRNewswire/ -- JND Legal Administration announces a proposed settlement has been reached in a class action lawsuit called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.) (the "Settlement"). This notice provides a summary of your rights and options.

What is this about? Plaintiffs claim that certain pet food products manufactured or produced by Defendant Pets Global Inc ("Defendant" or "Pets Global") and marketed or labeled as "grain free" or "chicken free," were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims. Both sides have agreed to the Settlement to avoid the cost of further litigation.

Who is affected? You are a Class Member if you reside in the U.S. and purchased certain Zignature pet food Products marketed or labeled as "Grain Free" or "Chicken Free" for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022 (the "Class Period"). A complete list of the affected Products is available at



What does the Settlement provide?

Class Members who submit valid claims with Proof of Purchase may be entitled to up to ten dollars (\$10.00) for each purchase during the Class Period, up to 10 products per household for a maximum benefit of \$100. Settlement Class Members who submit a claim without Proof of Purchase may be entitled to a total settlement benefit of five dollars (\$5.00). Pets Global also agrees to revise Product labels and marketing references so that any Product label that makes a "chicken free" and "grain free" claim no longer contains those representations. Pets Global has also agreed to audit its suppliers on an annual basis for a 5-year period. The amount of relief Pets Global will pay is uncapped. Class Counsel will be seeking up to \$875,000 in attorneys' fees and costs and \$5,000 in service awards for each Class Representative. Any attorney fee amount awarded or service award awarded is in complete discretion of the Court.

How do I file a claim?

Class Members may submit an online claim at www.PGPetFoodSettlement.com. They may also download and mail the claim form to Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111 or email: info@PGPetFoodSettlement.com. All Claim Forms must be submitted online or postmarked by **December 21, 2022**.

What are my other options? You can do nothing, exclude yourself, or object to the Settlement.

Do Nothing: If you do nothing, you will not get a payment and you will give up your right to sue or continue to sue Pets Global for the claims in this case.

Exclude Yourself: If you exclude yourself or remove yourself from the Class, you will not receive a payment. You will keep your right to sue or continue to sue Pets Global for the claims in this case. Exclusion requests must be postmarked by **October 31, 2022**.

Object. If you do not exclude yourself from the Settlement you may object to it or tell the Court what you don't like about the Settlement. Objections must be postmarked by **October 31, 2022**.

For details about your rights and options and how to exclude yourself or object, go to www.PGPetFoodSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on November 21, 2022 at the Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, Courtroom 9B, Santa Ana, CA, 92701-4516, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses, and Class Representative service awards. The Court has appointed Milberg Coleman Bryson Phillips & Grossman, PPLC as Class Counsel. Class Counsel will answer any questions that the Court may have. You or your attorney may ask to speak at the hearing at your own cost, but you don't have to.

How do I get more information? For more information and to view the full notice, go to www.PGPetFoodSettlement.com, or contact the Settlement Administrator by writing Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111, emailing info@PGPetFoodSettlement.com, or calling 1-877-379-5993.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE

SOURCE JND Legal Administration



Si compró determinados alimentos para mascotas Zignature® etiquetados como "sin grano" o "sin pollo", podría tener derecho a los beneficios de un acuerdo de demanda colectiva

USA - español ▼

NEWS PROVIDED BY

JND Legal Administration →

Jul 04, 2022, 09:24 ET

SEATTLE, 4 de julio de 2021 /PRNewswire-HISPANIC PR WIRE/ -- JND Legal Administration anuncia una propuesta de acuerdo en una demanda colectiva denominada *Gifford et al. versus Pets Global Inc.*, N.º de caso 2:21-CV-02136-CJC-MRW (Distrito Central de California) (el "Acuerdo"). Esta notificación proporciona un resumen de sus derechos y opciones.

¿De qué se trata? Los demandantes afirman que, de acuerdo con pruebas realizadas por terceros, se determinó que ciertos alimentos para mascotas fabricados o producidos por el demandado Pets Global Inc (el "Demandado" o "Pets Global") y comercializados o etiquetados como "sin grano" o "sin pollo", contienen grano y pollo. Pets Global niega estas acusaciones y cree que tiene defensas válidas ante ellas. Ambas partes han accedido al Acuerdo para evitar el costo de seguir adelante con el litigio.



¿Quiénes son los afectados? Usted es miembro de la demanda si reside en los Estados Unidos y compró determinados alimentos para mascotas Zignature comercializados o etiquetados como "sin grano" o "sin pollo" para uso personal, familiar o doméstico, y no para reventa, desde el 2 de junio de 2017 hasta el 24 de junio de 2022 (el "Período de la demanda"). Puede encontrar una lista completa de los productos afectados en www.PGPetFoodSettlement.com.

¿Qué establece el Acuerdo?

Los miembros de la demanda que presenten reclamaciones válidas con un comprobante de compra pueden tener derecho a hasta diez dólares (\$10.00) por cada compra realizada durante el período de la demanda, para hasta 10 productos por hogar, con un beneficio máximo de USD 100. Los miembros del acuerdo de demanda colectiva que presenten una reclamación sin un comprobante de compra pueden tener derecho a un beneficio total del acuerdo de cinco dólares (USD 5.00). Pets Global también acepta revisar las etiquetas de los productos y las referencias de comercialización para que cualquier etiqueta de producto que indique "sin pollo" y "sin grano" ya no contenga esas afirmaciones. Pet Global también ha acordado auditar a sus proveedores anualmente durante un período de cinco años. La cantidad que pagará Pets Global por concepto de reparación no tiene tope. Los abogados de la demanda colectiva buscarán hasta \$875,000 en honorarios y costos legales y USD 5,000 en primas de servicio para cada representante de la demanda colectiva. El monto de los honorarios de abogados o de primas de servicio que se adjudique queda a plena discreción del tribunal.

¿Cómo presento una reclamación?

Los miembros de la demanda colectiva pueden presentar una reclamación en línea en www.PGPetFoodSettlement.com. También pueden descargar y enviar el formulario de reclamación a Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111 o escribir a info@PGPetFoodSettlement.com. Todos los formularios de reclamación deben presentarse en línea o llevar el sello postal con fecha anterior al **21 de diciembre de 2022**.

¿Qué otras opciones tengo? Puede no hacer nada, excluirse u objetar al Acuerdo.

No hacer nada: Si no hace nada, no recibirá ningún pago y renunciará a su derecho a demandar o seguir demandando a Pets Global por las reclamaciones de este caso.

Excluirse: Si se excluye o se retira del Grupo, no recibirá ningún pago. Usted mantendrá su derecho a demandar o continuar demandando a Pets Global por las reclamaciones de este caso. Las solicitudes de exclusión deben tener el sello postal de antes del **31 de octubre de 2022**.

Objetar. Si no se excluye del acuerdo, puede oponerse al mismo o informarle al tribunal lo que no le parece correcto del Acuerdo. Las objeciones deben llevar el sello postal del **31 de octubre de 2022**.

Para obtener información sobre sus derechos y opciones, y sobre cómo excluirse u objetar, visite www.PGPetFoodSettlement.com.

¿Qué sucederá a continuación? El Tribunal celebrará una audiencia de aprobación final el 21 de noviembre de 2022 en el Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, sala 9B, Santa Ana, CA, 92701-4516, para evaluar si aprueba el acuerdo, los honorarios y gastos de los abogados de la demanda colectiva y las primas de servicio para los representantes de la demanda colectiva. El tribunal ha designado a Milberg Coleman Bryson Phillips & Grossman, PPLC, como abogados de la demanda colectiva. Los abogados de la demanda colectiva responderán a cualquier pregunta que el tribunal pueda tener. Usted o su abogado pueden solicitar intervenir en la audiencia a su propio costo, pero no están obligados a hacerlo.

¿Cómo puedo obtener más información? Para obtener más información y ver la notificación completa, visite www.PGPetFoodSettlement.com, o póngase en contacto con el Administrador del Acuerdo escribiendo a Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111, enviando un correo electrónico a info@PGPetFoodSettlement.com o llamando al 1-877-379-5993.

FUENTE JND Legal Administration

SOURCE JND Legal Administration

- EXHIBIT C -

If you bought certain Zignature[®] pet food products labeled as “Grain Free” or “Chicken Free,” you may be eligible for benefits in a class action settlement

Para una notificación en español, visite www.PGPetFoodSettlement.com

A proposed settlement has been reached in a class action lawsuit called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.) (the “Settlement”). This notice provides a summary of your rights and options.

What is this about? Plaintiffs claim that certain pet food products manufactured or produced by Defendant Pets Global Inc (“Defendant” or “Pets Global”) and marketed or labeled as “grain free” or “chicken free,” were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims. Both sides have agreed to the Settlement to avoid the cost of further litigation.

Who is affected? You are a Class Member if you reside in the U.S. and purchased certain Zignature pet food Products marketed or labeled as “Grain Free” or “Chicken Free” for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022 (the “Class Period”). A complete list of the affected Products is available at www.PGPetFoodSettlement.com.

What does the Settlement provide? Class Members who submit valid claims with Proof of Purchase may be entitled to up to ten dollars (\$10.00) for each purchase during the Class Period, up to 10 products per household for a maximum benefit of \$100. Settlement Class Members who submit a claim without Proof of Purchase may be entitled to a total settlement benefit of five dollars (\$5.00). Pets Global also agrees to revise Product labels and marketing references so that any Product label that makes a “chicken free” and “grain free” claim no longer contains those representations. Pets Global has also agreed to audit its suppliers on an annual basis for a 5 year period. The amount of relief Pets Global will pay is uncapped. Class Counsel will be seeking up to \$875,000 in attorneys’ fees and costs and \$5,000 in service awards for each Class Representative. Any attorney fee amount awarded or service award awarded is in complete discretion of the Court.

How do I file a claim? Class Members may submit an online claim at www.PGPetFoodSettlement.com. They may also download and mail the claim form to Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111 or email: info@PGPetFoodSettlement.com. All Claim Forms must be submitted online or postmarked by **December 21, 2022**.

What are my other options? You can do nothing, exclude yourself, or object to the Settlement. Do Nothing: If you do nothing, you will not get a payment and you will give up your right to sue or continue to sue Pets Global for the claims in this case.

Exclude Yourself: If you exclude yourself or remove yourself from the Class, you will not receive a payment. You will keep your right to sue or continue to sue Pets Global for the claims in this case. Exclusion requests must be postmarked by **October 31, 2022**.

Object. If you do not exclude yourself from the Settlement you may object to it, or tell the Court what you don't like about the Settlement. Objections must be postmarked by **October 31, 2022**.

For details about your rights and options and how to exclude yourself or object, go to www.PGPetFoodSettlement.com.

What happens next? The Court will hold a Final Approval Hearing on November 21, 2022 at the Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, Courtroom 9B, Santa Ana, CA, 92701-4516, to consider whether to approve the Settlement, Class Counsel's attorneys' fees and expenses, and Class Representative service awards. The Court has appointed Milberg Coleman Bryson Phillips & Grossman, PLLC as Class Counsel. Class Counsel will answer any questions that the Court may have. You or your attorney may ask to speak at the hearing at your own cost, but you don't have to.

How do I get more information? For more information and to view the full notice, go to www.PGPetFoodSettlement.com, or contact the Settlement Administrator by writing Gifford v Pets Global Settlement, c/o JND Legal Administration, P.O. Box 91430, Seattle, WA 98111, emailing info@PGPetFoodSettlement.com, or calling 1-877-379-5993.

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE

If you bought certain Zignature® pet food products labeled as “Grain Free” or “Chicken Free,” you may be eligible for benefits in a class action settlement

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Para una notificación en español, visite www.PGPetFoodSettlement.com

- A proposed settlement has been reached in a class action lawsuit called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW (C.D.Cal.) (the “Settlement”).
- Plaintiffs claim that certain pet food products manufactured or produced by Defendant Pets Global Inc (“Defendant” or “Pets Global”) and marketed or labeled as “grain free” or “chicken free,” were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims. The Court has not decided who is right or wrong. Instead, both sides have agreed to the Settlement to avoid the risk and cost of further litigation.
- If the Settlement is approved by the Court, Pets Global agrees to monetary benefits to Class Members who timely submit a valid claim. Pets Global also agrees to revise product labels and marketing references so that any product label that makes a “chicken free” and “grain free” claim no longer contains those representations. Further, Pets Global has agreed to audit its suppliers moving forward.
- If you reside in the U.S. and purchased certain Zignature pet food products marketed or labeled as “Grain Free” or “Chicken Free” (“Products”) for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022 (the “Class Period”), your legal rights are affected whether or not you act. ***Please read this notice carefully.***

YOUR LEGAL RIGHTS AND OPTIONS		
FILE A CLAIM	<ul style="list-style-type: none"> • File a claim for payment online or by mail • Be bound by the Settlement • Give up your right to sue or continue to sue Pets Global for the claims in this case 	Submit online or postmarked by December 21, 2022
ASK TO BE EXCLUDED (“OPT OUT”)	<ul style="list-style-type: none"> • Remove yourself from the Class and receive no payment • Keep your right to sue or continue to sue Pets Global for the claims in this case 	Delivered by October 31, 2022
OBJECT	<ul style="list-style-type: none"> • Tell the Court what you do not like about the Settlement — You will still be bound by the Settlement and you may still file a claim 	Delivered by October 31, 2022
ATTEND THE HEARING	<ul style="list-style-type: none"> • Ask to speak in Court about the Settlement — If you want your own attorney to represent you, you must pay for him or her yourself • File your Notice of Intent to Appear by October 31, 2022 	November 21, 2022
DO NOTHING	<ul style="list-style-type: none"> • Receive no payment • Give up your right to sue or continue to sue Pets Global for the claims in this case 	

- These rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www.PGPetFoodSettlement.com, regularly for updates and further details.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

Basic Information	4
1. Why is there a notice?.....	4
2. What is this lawsuit about?	4
3. Why is this a class action?	4
4. Why is there a Settlement?	4
Who is in the Settlement?	4
5. Am I part of the Settlement?.....	4
6. Which Products are included in the Settlement?	5
7. What if I am still not sure if I am included in the Settlement?	5
Settlement Benefits – What Class Members Get	6
8. What does the Settlement provide?.....	6
9. What can I get from the Settlement?.....	6
How to Get a Payment	6
10. How can I get a payment?.....	6
11. When would I get my payment?	7
12. What am I giving up to get a payment or stay in the Settlement?	7
Excluding Yourself from the Settlement	7
13. How do I get out of the Settlement?	7
14. If I don’t exclude myself, can I sue the Defendant for the same thing later?	8
15. If I exclude myself, can I still get a Settlement payment?	8
The Lawyers Representing You	8
16. Do I need to hire my own lawyer?.....	8
17. How will the lawyers be paid?.....	8
Objecting to the Settlement	8
18. How do I tell the Court if I do not like the Settlement?.....	8
19. What is the difference between objecting and excluding?.....	9
The Court’s Final Approval Hearing	9
20. When and where will the Court decide whether to approve the Settlement?	9
21. Do I have to come to the hearing?	10
22. May I speak at the hearing?	10
If You Do Nothing	10
23. What happens if I do nothing at all?	10
Getting More Information	11
24. How do I get more information?.....	11

BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed Settlement of a class action lawsuit, and about your options, before the Court decides whether to approve the Settlement.

The Court in charge of this case is the United States District Court for the Central District of California (the “Court”), and the case is called *Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW. The individuals who sued, Paul Gifford, Mary Lou Molina, and Randy Miland are called the Plaintiffs and the company they sued, Pets Global, is called the Defendant.

2. What is this lawsuit about?

Plaintiffs claim that certain pet food products manufactured or produced by Pets Global and marketed or labeled as “grain free” or “chicken free,” were actually determined through third party testing to contain grain and chicken. Pets Global denies these allegations and believes that it has valid defenses to these claims.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case Plaintiffs Paul Gifford, Mary Lou Molina, and Randy Miland) sue on behalf of people who have similar claims. All these people are a class or class members. Bringing a case, such as this one, as a class action allows adjudication of many similar claims of persons and entities that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a Settlement?

Pets Global denies that it did anything wrong. Both sides, with the assistance of an experienced mediator, Honorable Wayne R. Anderson, have agreed to the Settlement. Both sides want to avoid the cost of further litigation. The Court has not decided in favor of the Class Representatives or the Defendant. The Class Representatives and their attorneys think the Settlement is in the best interests of the Class and is fair, reasonable, and adequate. The Defendant has denied, and continues to deny all allegations made by Plaintiffs in the original complaint and amended complaint.

WHO IS IN THE SETTLEMENT?

5. Am I part of the Settlement?

The Class consists of all individuals in the United States who purchased certain Zignature pet food Products marketed or labeled as “Grain Free” or “Chicken Free” for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022(the “Class Period”). A complete list of the Products included in the Settlement is included in Question 6.

Excluded from the Class are jurists, mediators, Plaintiffs’ or Defense counsel and their employees, legal representatives, heirs, successors, assigns, or any members of their immediate family; any government entity; Pets Global, any entity in which Pets Global has a controlling interest, any of Pets Global’s

subsidiaries, parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns, or any members of their immediate family.

6. Which Products are included in the Settlement?

The Products included in the Settlement consist of:

Zignature Dry Dog Foods

Venison
Kangaroo Lamb
Salmon Whitefish
Guinea Fowl Duck
Goat
Trout & Salmon
Pork Turkey
Zssential Catfish

Zignature Small Bites

Lamb
Kangaroo
Trout & Salmon
Turkey
Zssential

Zignature Select Cuts

Lamb & Lamb Meal Formula
Turkey Formula
Trout & Salmon Meal Formula

Zignature Canned Dog Foods

Venison
Kangaroo
Lamb Salmon
Whitefish
Guinea Fowl
Duck
Goat
Trout & Salmon
Pork
Turkey
Zssential
Catfish

Zignature Ziggy Bar Treats For Dogs

Venison
Kangaroo
Lamb
Salmon
Whitefish
Guinea Fowl
Duck
Goat
Trout & Salmon
Pork
Turkey
Zssential
Catfish

7. What if I am still not sure if I am included in the Settlement?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, you should visit the Settlement Website, www.PGPetFoodSettlement.com, or call the Settlement Administrator toll-free at 1-877-379-5993.

SETTLEMENT BENEFITS – WHAT CLASS MEMBERS GET

8. What does the Settlement provide?

The Settlement provides injunctive relief, monetary relief, and auditing of suppliers.

Injunctive Relief: Pets Global agrees to revise Product labels and marketing references so that any Product label that makes a “chicken free” and “grain free” claim no longer contains those representations. Pets Global will be able to sell all of the Product it has currently manufactured as of the Final Approval Order that contains these representations.

Monetary Relief: Settlement Class Members who provide Proof of Purchase may be entitled to recover up to ten dollars (\$10.00) for each purchase of a Product made by the Class Member during the Class Period and may make up to ten (10) Claims for a maximum of one hundred dollars (\$100.00). A cap of \$100 shall exist per Household. Settlement Class Members who do not provide Proof of Purchase may be entitled to recover a maximum total Settlement Benefit of five dollars (\$5.00) for purchases of a Product made by the Class Member. Class Members may make a claim based on Proofs of Purchase (with a cap of \$100), or may make a claim based on no Proofs of Purchase (with a cap of \$5), but may not do both.

Auditing of Suppliers: Pets Global agreed to audit all of the manufacturing plants of suppliers for a period of 5 years following the Court’s Final Approval Order. The audits of Pets Global’s suppliers will happen at least once a year and include the following: the visual inspection of all manufacturing machines that process, store, or otherwise come into contact with the petfood manufactured within said facility and purchased by Pets Global, an audit of the manufacturer’s manufacturing process and sourcing records, to confirm the accuracy of the ingredients being used in Pets Global’s products, and ensuring that all of the manufacturing processes used by the manufacturing plant adhere to quality control standards.

9. What can I get from the Settlement?

As described above, Class Members who timely submit a valid approved claim are entitled to receive Settlement compensation as outlined below.

(1) With Proof of Purchase: Class Members who submit valid claims with Proof of Purchase may be entitled to up to ten dollars (\$10.00) for each purchase during the Class Period, up to 10 products per household for a maximum benefit of \$100.

(2) Without Proof of Purchase: Class Members who submit a claim without Proof of Purchase may be entitled to a total settlement benefit of five dollars (\$5.00).

HOW TO GET A PAYMENT

10. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form. The Claim Form can be obtained online at www.PGPetFoodSettlement.com or by writing or emailing the Settlement Administrator at the address listed below. All Claim Forms must be submitted online or postmarked by **December 21, 2022**.

Gifford v Pets Global
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

If you do not submit a valid Claim Form by **December 21, 2022**, you will not receive a payment, but you will be bound by the Court’s judgment.

11. When would I get my payment?

Payments will be made to Class Members who submit a valid and timely Claim Form after the Court grants “final approval” to the Settlement and after all appeals are resolved. If the Court approves the Settlement, there may be appeals. It’s always uncertain whether these appeals can be resolved and resolving them can take time. Please be patient.

12. What am I giving up to get a payment or stay in the Settlement?

If you are a Class Member, unless you exclude yourself from the Settlement, you cannot sue Pets Global, continue to sue, or be part of any other lawsuit against Pets Global about the claims released in this Settlement. It also means that all the decisions by the Court will bind you. The Released Claims and Released Parties are defined in the Settlement Agreement and describe the legal claims that you give up if you stay in the Settlement. The Released Claims do not include any claim against the Released Parties for personal injury allegedly arising out of use of the Products. The Settlement Agreement is available at www.PGPetFoodSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from the Settlement or you want to keep the right to sue or continue to sue Pets Global on your own about the claims released in this Settlement, then you must take steps to get out. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement.

13. How do I get out of the Settlement?

To exclude yourself (or “Opt-Out”) from the Settlement, you must download and submit to the Settlement Administrator a completed exclusion form or submit a valid written request to Opt-Out. The request to Opt-Out must include the following:

- Your full name, current address, and telephone number;
- A statement saying that you want to be excluded from the Class;
- The case name and case number (*Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW); and
- Your signature.

Your exclusion request must be delivered by **October 31, 2022** to:

Gifford v Pets Global - Exclusions
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Pets Global about the claims in this lawsuit.

If you don't include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Pets Global about the claims in this lawsuit.

14. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Pets Global for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this Settlement to continue your own lawsuit. If you properly exclude yourself from the Settlement, you will not be bound by any orders or judgments relating to the Settlement.

15. If I exclude myself, can I still get a Settlement payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not send in a Claim Form asking for benefits.

THE LAWYERS REPRESENTING YOU

16. Do I need to hire my own lawyer?

No. The Court has appointed Milberg Coleman Bryson Phillips & Grossman, PLLC as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel will file a motion seeking a fee award not to exceed \$875,000, as well as Class Representative service awards in the amount of \$5,000 for each of the three named Class Representatives. Any attorney fee award or service award is ultimately determined by the Court.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

Any Class Member who does not timely and properly Opt-Out of the Settlement may object to the fairness, reasonableness, or adequacy of the proposed Settlement under Federal Rule of Civil Procedure 23. Objections can be submitted by U.S. mail, express mail, electronic transmission, or personal delivery, but to be timely, it must be delivered to the Settlement Administrator (not just postmarked or sent) **by October 31, 2022**.

The written objection must include:

- The case name and number (*Gifford et al., v. Pets Global Inc.*, Case No. 2:21-CV-02136-CJC-MRW);
- Your name, address, and telephone number;
- The name, address, and telephone number of all counsel (if any) representing you, including any

QUESTIONS? Visit www.PGPetFoodSettlement.com or call toll-free at 1-877-379-5993

former or current counsel who may be entitled to compensation for any reason if the objection is successful, and legal and factual support for the right to such compensation;

- Documents or testimony sufficient to establish your membership in the Class;
- A detailed statement of any objection asserted, including the grounds therefor;
- Whether you are requesting the opportunity to appear and be heard at the Final Approval Hearing;
- The identity of all counsel (if any) representing you who will appear at the Final Approval Hearing and, if applicable, a list of all persons who will be called to testify in support of the objection;
- Copies of any papers, briefs, or other documents upon which your objection is based;
- A detailed list of any other objections that you or your counsel have submitted to any class action settlement in any state or federal court in the United States in the previous five (5) years, or an affirmative statement that no such prior objection has been made; and
- Your signature, in addition to the signature of your attorney (if any).
- Three (3) different dates within the calendar month in which the objection was submitted in which you can be available for a deposition.

Your objection, along with any supporting material you wish to submit, must be delivered by **October 31, 2022** to the Settlement Administrator at the following address:

Gifford v Pets Global
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is telling the Court that you don't want to be part of the Settlement. If you exclude yourself from the Settlement, you have no basis to object to the Settlement because it no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

20. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on November 21, 2022 at the Ronald Reagan Federal Building and Courthouse, 411 West Fourth Street, Courtroom 9B, Santa Ana, CA, 92701-4516.

At the hearing, the Court will consider whether to give final approval to the Settlement, grant Class Counsel's request for attorneys' fees and expenses (in an amount to be approved by the Court, but not to exceed \$875,000), and grant Class Counsel's request for Class Representative service awards (in the amount of \$5,000 per named Class Representative). We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have, but you may come at your own expense. If you submit an objection, you don't have to come to Court to talk about it. As long as you filed and served your written objection on time to the proper addresses, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear." Your request must include your name, address, and telephone number, as well as the name, address, and telephone number of the person that will appear your behalf, as well as copies of any papers, exhibits, or other evidence that you or your counsel will present to the Court in connection with the Final Approval Hearing. Your request must be filed with the Clerk of the Court and served upon Class Counsel and the Settling Defendant's Counsel at the addresses below on or before **October 31, 2022**.

Clerk of the Court	Class Counsel
Office of the Clerk United States District Court for the Central District of California 312 N Spring Street Los Angeles, CA 90012	MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 Attn: J. Hunter Bryson hbryson@milberg.com
	Settling Defendant's Counsel
	MARTORELL LAW APC 6100 Center Drive, Suite 1130 Los Angeles, CA 90045 Attn: Jean-Paul Le Clerc JPLeClerc@martorell-law.com

If you do not provide a Notice of Intention to Appear in complete accordance with the deadline and specifications provided above, you will not be allowed to speak or otherwise present any views at the Final Approval Hearing.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will not get a payment from the Settlement. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Pets Global about the legal issues in this case, ever again.

QUESTIONS? Visit www.PGPetFoodSettlement.com or call toll-free at 1-877-379-5993

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement, available at the Settlement Website, www.PGPetFoodSettlement.com. If you have additional questions, you can visit the Settlement Website or contact the Settlement Administrator:

Gifford v Pets Global
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111
info@PGPetFoodSettlement.com
1-877-379-5993

PLEASE DO NOT CONTACT THE COURT OR THE COURT CLERK'S OFFICE

CLAIMFORM INSTRUCTIONS

<p><i>Your claim must be either submitted online or postmarked and mailed by:</i> December 21, 2022</p>	<p>Gifford v Pets Global Settlement c/o JND Legal Administration P.O. Box 91430 Seattle, WA 98111 1-877-379-5993 www.PGPetFoodSettlement.com</p>	
--	--	--

Instructions for Completing the Claim Form

You are eligible to submit a Claim Form if you reside in the United States and purchased certain Zignature pet food Products marketed or labeled as “Grain Free” or “Chicken Free” for personal, family or household use, and not for resale, from June 2, 2017 through June 24, 2022 (the “Class Period”).

Class Members who timely submit a valid approved claim are entitled to receive Settlement compensation outlined as follows:

- (1) With Proof of Purchase Settlement Class Members who provide Proof of Purchase may be entitled to recover up to ten dollars (\$10.00) for each purchase of a Product made by the Class Member during the Class Period and may make up to ten (10) Claims for a maximum of one hundred dollars (\$100.00 per household.

A valid Proof of Purchase means receipts, copies of receipts, or other documentation that reasonably establishes the fact and date of the purchase of the Product during the Class Period in the United States or its territories.

- (2) Without Proof of Purchase: Settlement Class Members who do not provide Proof of Purchase may be entitled to recover a maximum total Settlement Benefit of five dollars (\$5.00) for purchases of a Product made by the Class Member.

The Products included in the Settlement consist of:

Zignature Dry Dog Foods

Venison
Kangaroo Lamb
Salmon Whitefish
Guinea Fowl Duck
Goat
Trout & Salmon
Pork Turkey
Zssential Catfish

Zignature Small Bites

Lamb
Kangaroo
Trout & Salmon
Turkey
Zssential

Zignature Select Cuts

Lamb & Lamb Meal Formula
Turkey Formula
Trout & Salmon Meal Formula

Zignature Canned Dog Foods

Venison
Kangaroo
Lamb Salmon
Whitefish
Guinea Fowl
Duck
Goat
Trout & Salmon
Pork
Turkey
Zssential
Catfish

Zignature Ziggy Bar Treats For Dogs

Venison
Kangaroo
Lamb
Salmon
Whitefish
Guinea Fowl
Duck
Goat
Trout & Salmon
Pork
Turkey
Zssential
Catfish

Only one (1) Claim Form may be submitted per household, which is all persons residing at the same physical address. On or before **December 21, 2022**, your completed Claim Form must be either submitted online at www.PGPetFoodSettlement.com or postmarked and mailed to:

Gifford v Pets Global Settlement
c/o JND Legal Administration
P.O. Box 91430
Seattle, WA 98111

You must complete the entire Claim Form and sign the Claim Form under penalty of perjury. If you are submitting proof of purchase in support of your Claim Form, provide copies of the documentation. Do not submit originals, as they will not be returned to you.

**ALL CLAIMS ARE SUBJECT TO VERIFICATION.
PLEASE KEEP A COPY OF YOUR COMPLETED CLAIM FORM FOR YOUR RECORDS.**

To view JND's privacy policy, please visit <https://www.jndla.com/privacy-policy>

CLAIM FORM

<p><i>Your claim must be either submitted online or postmarked and mailed by:</i> December 21, 2022</p>	<p>Gifford v Pets Global Settlement c/o JND Legal Administration P.O. Box 91430 Seattle, WA 98111 1-877-379-5993 www.PGPetFoodSettlement.com</p>	
--	--	--

SECTION A: NAME AND CONTACT INFORMATION

Provide your name and contact information below. It is your responsibility to notify the Claim Administrator of any changes to your contact information after the submission of your Claim Form.

First Name	Last Name

Physical Address (Street Address, Including Apartment or Unit Number)

City	State	Zip Code

Email Address	Phone Number

Provide your mailing address if different from your physical address:

Mailing Address (P.O. Box, Street Address, Including Apartment or Unit Number)

City	State	Zip Code

SECTION B: PURCHASE INFORMATION

List in the chart below the approximate purchase date(s) and number of Product(s) purchased in the United States during the Class Period:

<u>Product Name</u>	<u>Approx. Purchase Date(s)</u>	<u>Approx. Price(s)</u>	<u>Name of Retail Store of Purchase</u>	<u>Location of Retail Store of Purchase</u>

Check this box if you are providing proof of purchase in support of your Claim Form. You may submit a claim for up to 10 products with a proof of purchase. A valid Proof of Purchase means receipts, copies of receipts, or other documentation that reasonably establishes the fact and date of the purchase of the Product during the Class Period in the United States or its territories.

Check this box to verify that each of the above claimed Product(s) were direct retails for personal or household use and were not made for the purposes of resale, commercial use, or for any other purpose.

SECTION C: CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury pursuant to 28 U.S.C. § 1746 that the information provided in this Claim Form, and any attachments, is true and correct to the best of my knowledge, information, and belief. I understand the Claim Administrator may contact me to request further verification of the information provided in this Claim Form.

Signed: _____ Date: _____

Full Printed Name: _____

Please select your preferred payment method for your Claim. If you do not select a payment method, a paper check will be used by default.

Paper Check by Mail Venmo Venmo User Name: _____

<u>Request for Exclusion Form</u>		
<p><i>Must be postmarked and mailed by: October 31, 2022</i></p>	<p>Gifford v Pets Global - Exclusions c/o JND Legal Administration P.O. Box 91430 Seattle, WA 98111 1-877-379-5993 www.PGPetFoodSettlement.com</p>	

Gifford et al., v. Pets Global Inc., Case No. 2:21-CV-02136- CJC-MRW

To exclude yourself (or “Opt-Out”) from the Settlement, you must complete the information below, sign, and mail your Request for Exclusion to the Settlement Administrator at the address listed above, postmarked **no later than October 31, 2022**.

If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Pets Global about the claims in this lawsuit.

If you don’t include the required information or timely submit your request for exclusion, you will remain a Class Member and will not be able to sue Pets Global about the claims in this lawsuit.

Full Name

Current Street or Mailing Address

City	State	Zip code
------	-------	----------

Telephone Number

I request to be excluded from the *Gifford et al., v. Pets Global Inc* (Case No. 2:21-CV-02136- CJC-MRW) Settlement. I understand that by submitting this Exclusion Form, I will not get any Settlement benefits and cannot object to the Settlement. I understand that I will not be legally bound by anything that happens in this lawsuit, and may be able to sue (or continue to sue) the Defendant about the claims in this lawsuit.

Signed: _____

Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

PAUL GIFFORD, MARY LOU
MOLINA, RANDY MILAND,
KAREN PERRI on behalf of
themselves and all others similarly
situated,

Plaintiffs,

v.

PETS GLOBAL INC.,
a California Corporation,

Defendant.

Case No. 2:21-cv-02136-CJC-MRW

**[PROPOSED] FINAL ORDER
APPROVING CLASS
SETTLEMENT**

Judge: Hon. Judge Cormac J. Carney

1 WHEREAS, the Parties have entered into a settlement agreement, with its
2 attached Exhibits (collectively, the “Settlement”), signed and filed with this Court
3 on _____, 2022 to settle *Gifford v. Pets Global Inc., No. 2:21-cv-02136-CJC-*
4 *MRW*, filed in the United States District Court for the Central District of California
5 (the “Action”).

6 WHEREAS, by order dated _____, 2022, this Court granted
7 preliminary approval of the Settlement between the Parties in the Action, ordering
8 publication notice to the Class, and providing potential Class Members with an
9 opportunity either to exclude themselves from the Class (*i.e.*, opt out) or to object to
10 the Settlement.

11 WHEREAS, the Court also provisionally certified a Class for settlement
12 purposes only, approved the procedure for giving notice and forms of notice, and set
13 a final Fairness Hearing to take place on _____, 2022.

14 WHEREAS, on that date, the Court held a duly noticed Fairness Hearing to
15 consider: (1) whether the terms and conditions of the Settlement are fair, reasonable
16 and adequate; (2) whether a judgment should be entered in the Action; (3) whether
17 and in what amount to grant Incentive Awards to the Plaintiffs; and (4) whether and
18 in what amount to award Attorneys’ Fees and Expenses to Class Counsel.

19 WHEREAS, the Court considered all matters submitted to it at the Fairness
20 Hearing and otherwise, and it appears that notice substantially in the form approved
21 by the Court was given in the manner that the Court ordered. Notice was
22 disseminated pursuant to the Declaration of the Settlement Administrator (attached
23 as Exhibit “X” to the Settlement). Notices were published as provided in the
24 Declaration of ____ dated _____, 2022, and reached an estimated ____ percent
25 of the class.

26 WHEREAS, the Parties, through their counsel, reached a Settlement as a
27 result of extensive arms’-length negotiations between them, facilitated by a full-day
28 mediation and multiple follow-up discussions with a respected mediator, the

1 Honorable Wayne R. Andersen (Retired). Counsel for the Parties are highly
2 experienced class action litigators, with full knowledge of the risks inherent in this
3 Action. The extent of litigated motions, product inspections, consultation with
4 industry personnel and experts, legal research, and independent investigations by
5 counsel for the Parties, and the factual record compiled, suffices to enable the Parties
6 to make an informed decision as to the fairness and adequacy of the Settlement.

7 WHEREAS, the Court has determined that the terms of the Settlement are
8 fair, reasonable, and adequate.

9 WHEREAS, the Court has considered the papers submitted by the Parties and
10 by all other persons who timely submitted papers in accordance with the Preliminary
11 Approval Order, and has heard oral presentations by the Parties and all persons who
12 requested to be heard, in compliance with the Preliminary Approval Order.

13 WHEREAS, based on all of the foregoing, together with this Court’s
14 familiarity with the Action, it is hereby

15 ORDERED, ADJUDGED AND DECREED as follows:

16 1. Incorporation of Other Documents. This Final Order Approving Class
17 Action Settlement incorporates and makes a part hereof: (a) the Settlement,
18 including all Exhibits thereto, and definitions included therein, which was signed
19 and filed with this Court on _____, 2022; (b) the briefs, affidavits, declarations,
20 and other materials filed in support of the Settlement and Class Counsel’s request
21 for an award of Attorneys’ Fees and Expenses and Incentive Awards to the Plaintiffs;
22 (c) the record at the Fairness Hearing; (d) the documents listed on the docket sheet
23 or otherwise submitted to the Court; and (e) all prior proceedings in the Action.
24 Except where otherwise noted, all capitalized terms used in this Final Order
25 Approving Class Action Settlement shall have the meanings attributed to them in the
26 Settlement.

27 2. Jurisdiction. The Court has personal jurisdiction over the Parties, and
28 because due, adequate, and the best practicable notice has been disseminated, and

1 all members of the Class have been given the opportunity to exclude themselves
2 from or object to this Settlement, the Court has personal jurisdiction over all Class
3 Members (as defined below and in the Settlement). The Court has subject-matter
4 jurisdiction over the claims asserted in the Action pursuant to 28 U.S.C. § 1332(d),
5 including, without limitation, jurisdiction to approve the Settlement and all Exhibits
6 attached thereto, certify the Class for settlement purposes, settle and release all
7 claims arising out of the transactions alleged in this Action, enter judgment in the
8 Action on the merits, and issue related orders. The Court finds that venue is proper
9 in this county pursuant to 28 U.S.C. § 1391(b).

10 3. Final Class Certification For Settlement Purposes Only. The Court
11 finds, for settlement purposes only, that the prerequisites for a class action under
12 Federal Rule of Civil Procedure 23 have been satisfied in that: (a) the number of
13 Class Members is so numerous that joinder of all members thereof is impracticable;
14 (b) there are questions of law and fact common to the Class; (c) the claims of the
15 Plaintiffs are typical of the claims of the Class they seek to represent; (d) the
16 Plaintiffs have fairly and adequately represented the interests of the Class and will
17 continue to do so, and the Plaintiffs have retained experienced counsel to represent
18 them; (e) the questions of law and fact common to the Class Members predominate
19 over any questions affecting any individual Class Member; and (f) a class action is
20 superior to the other available methods for the fair and efficient adjudication of the
21 controversy.

22 Pursuant to Federal Rule of Civil Procedure 23(e), this Court hereby finally
23 certifies, for settlement purposes only, a Class consisting of all persons residing in
24 the United States and its territories who purchased the Products in the United States
25 and its territories for personal, family, or household purposes, and not for resale,
26 after July 9, 2016 and prior to and including the Notice Date. Excluded from the
27 Class are (a) all persons who are employees, directors, officers, and agents of Pets
28 Global, or its subsidiaries and affiliated companies; (b) persons or entities who

1 purchased the Products primarily for the purposes of resale to consumers or other
2 resellers; (c) governmental entities; (d) persons who timely and properly exclude
3 themselves from the Class as provided in this Settlement; and (e) the Court, the
4 Court’s immediate family, and Court staff.

5 4. Key Definitions.

6 a. As defined in the Settlement, “Product” or “Products” shall mean
7 and are the products set forth in Exhibit “A” to the Settlement and attached hereto.

8 b. As defined in the Settlement, “Class Member(s)” means any
9 member of the Class who does not elect exclusion (*i.e.*, opt out) from the Class
10 pursuant to the terms and conditions for exclusion set out in the Settlement, the Class
11 Notice, and the Court’s Preliminary Approval Order.

12 5. Excluded Persons. Attached hereto as Exhibit “1” is the list of persons
13 or entities who submitted timely and valid requests for exclusion from the Class.
14 The Court finds that only those persons and entities listed in Exhibit “1” are not
15 bound by this Final Order and the accompanying Final Judgment.

16 6. Adequacy of Representation. The Court designates Plaintiffs Sarah
17 Hill and Monica O’Rourke as the representatives of the Class, and finds that these
18 Plaintiffs have adequately represented the Class for purposes of entering into and
19 implementing the Settlement. The Court appoints Alex R. Straus, Daniel K. Bryson,
20 J. Hunter Bryson, Arthur Stock of Milberg Coleman Bryson Phillips Grossman
21 PLLC as counsel for the Class (“Class Counsel”). For purposes of these settlement
22 approval proceedings, the Court finds that these attorneys are experienced and
23 adequate Class Counsel.

24 7. Class Notice. The Court finds that the dissemination of the Class
25 Notice in accordance with the terms of the Settlement and this Court’s Preliminary
26 Approval Order, as described in the Settlement Administrator’s Declaration filed
27 before the Fairness Hearing, a copy of which is incorporated herein and made a part
28 hereof: (a) constituted the best practicable notice to Class Members under the

1 circumstances; (b) constituted notice that was reasonably calculated, under the
2 circumstances, to apprise members of the Class of the pendency of the Action, the
3 terms of the Settlement and their rights under the Settlement, including, but not
4 limited to, their right to object to any aspect of the Settlement or exclude themselves
5 from the Settlement and to appear at the Fairness Hearing, and the binding effect of
6 this Final Order and accompanying Final Judgment on all persons and entities who
7 did not request exclusion from the Class; (c) was reasonable and constituted due,
8 adequate and sufficient notice to all persons entitled to be provided with notice; and
9 (d) met all applicable requirements of law, including, but not limited to, the Federal
10 Rules of Civil Procedure, the United States Constitution (including the Due Process
11 Clause), and the Rules of this Court.

12 8. CAFA Notice. The notice provided by the Class Administrator to the
13 appropriate State and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied
14 the requirements of that statute.

15 9. Objections. A total of ____ Class Members submitted timely and
16 proper Objections to the Settlement. Having considered those Objections and the
17 Parties' responses to them, the Court finds that none of the Objections is well
18 founded. Plaintiffs faced serious risks both on the merits of their claims and on the
19 ability to maintain certification as a litigation class in this matter. The relief provided
20 to the Settlement Classes pursuant to the Settlement Agreement is adequate, given
21 the costs, risks, and delay of trial and appeal, and taking into consideration the
22 attorney's fees this Court has awarded. *See* Fed. R. Civ. P. 23(e)(2)(C)(i), (iii). The
23 Settlement also treats class members equitably relative to each other. *See* Fed. R.
24 Civ. P. 23(e)(2)(D).

25 10. Final Settlement Approval. The terms and provisions of the Settlement,
26 including any and all Exhibits, have been entered into in good faith and are hereby
27 fully and finally approved as fair, reasonable, and adequate as to, and in the best
28 interests of, the Plaintiffs and the Class Members, and in full compliance with all

1 applicable requirements of the Federal Rules of Civil Procedure, the United States
2 Constitution (including the Due Process Clause), and any other applicable law. The
3 Court finds that the Settlement is fair, adequate and reasonable in accordance with
4 Rule 23 of the Federal Rules of Civil Procedure.

5 The Settlement is approved and all objections to the Settlement are overruled
6 as without merit. The Parties and Class Members are hereby directed to implement
7 and consummate the Settlement in accordance with its terms and provisions. The
8 Settlement Administrator, in consultation with Class Counsel, shall take all steps
9 necessary and appropriate to provide Class Members with the Benefit which they
10 are eligible for under the terms of the Settlement.

11 11. Binding Effect. The terms of the Settlement and of this Final Order and
12 the accompanying Final Judgment shall be forever binding on the Parties and all
13 Class Members, and, to the extent on behalf of Plaintiffs and Class Members, their
14 heirs, guardians, executors, administrators, representatives, agents, attorneys,
15 partners, successors, predecessors-in-interest, and assigns, and those terms shall
16 have *res judicata* and other preclusive effect in all pending and future claims,
17 lawsuits, or other proceedings maintained by or on behalf of any such persons, to the
18 extent those claims, lawsuits, or other proceedings involve matters that were or could
19 have been raised in the Action or are otherwise encompassed by the Release.

20 12. Settlement Consideration.

21 a. Monetary relief: As described in the Settlement, Defendant has
22 agreed to pay Class Members who submit Valid Claims a maximum
23 of \$5.00 without Proof of Purchase per Household, and \$10.00 for
24 every \$100.00 spent on Products with Proof of Purchase, up to a
25 maximum of \$100.00 per Household, pursuant to the terms of the
26 Settlement.

27 b. Injunctive relief: Pursuant to Section IV.A.1 of the Settlement
28 Agreement, Pets Global will use Product labels and marketing

1 references so that any Product label that makes a “chicken free” and
2 “grain free” claim no longer contains those representations.
3 Currently, Pets Global is already using new labeling for a majority
4 of Products in the market place and anticipates having only new
5 labeling in the market place prior to the end of 2022.

6 c. Audits of Suppliers: As an additional agreement per this settlement,
7 Pets Global agrees to audit all of the manufacturing plants of
8 suppliers for a period of 5 years following the Court’s Final
9 Approval Order. The audits of Pets Global’s suppliers will include
10 at least the following, and such audit will happen at least once a year:
11 the visual inspection of all manufacturing machines that process,
12 store, or otherwise come into contact with the petfood manufactured
13 within said facility and purchased by Pets Global, an audit of the
14 manufacturer’s manufacturing process and sourcing records, to
15 confirm the accuracy of the ingredients being used in Pets Global’s
16 Products, ensuring that all of the manufacturing processes used by
17 the manufacturing plant adhere to quality control standards.

18 13. The following Release, which is also set forth in Section VI of the
19 Settlement, is expressly incorporated herein in all respects, including all defined
20 terms used in the Settlement. It is effective as of the date of this Final Order and the
21 accompanying Final Judgment; and by operation of this Final Order and the
22 accompanying Final Judgment shall have fully, finally and forever released,
23 relinquished, and discharged shall have, fully, finally and forever released,
24 relinquished, and discharged all Released Claims against the Released Parties. Upon
25 the Effective Date, and except as to such rights or claims as may be created by this
26 Agreement, and in consideration for the Settlement benefits described in this
27 Agreement, Plaintiffs and the Settlement Class fully release and discharge Settling
28 Defendant, and all of their present and former parent companies, subsidiaries, special

1 purposes entities formed for the purpose of administering this Settlement,
2 shareholders, owners, officers, directors, employees, agents, servants, registered
3 representatives, attorneys, insurers, affiliates, and successors, personal
4 representatives, heirs and assigns, retailers, suppliers, distributors, endorsers,
5 consultants, and any and all other entities or persons upstream and downstream in
6 the production/distribution channels (together, the “Released Parties”) from all
7 claims, demands, actions, and causes of action of any kind or nature whatsoever,
8 whether at law or equity, known or unknown, direct, indirect, or consequential,
9 liquidated or unliquidated, foreseen or unforeseen, developed or undeveloped,
10 arising under common law, regulatory law, statutory law, or otherwise, whether
11 based on federal, state or local law, statute, ordinance, regulation, code, contract,
12 common law, or any other source, or any claim that Class Counsel, Plaintiffs’
13 Counsel, Class Representatives, or Settlement Class Members ever had, now have,
14 may have, or hereafter can, shall or may ever have against the Released Parties in
15 any court, tribunal, arbitration panel, commission, agency, or before any
16 governmental and/or administrative body, or any other adjudicatory body, on the
17 basis of, arising from, or relating to the allegations or claims in the Action, including
18 that the Products were misleadingly labeled, marketed, or sold, or that relate to the
19 labeling and marketing of the Products, except that there shall be no release of claims
20 for personal injury allegedly arising out of use of the Products (the “Released
21 Claims”).

22 14. Class Members who have opted out of the Settlement are not releasing
23 their claims and will not obtain any Benefit from the Settlement.

24 The Released Claims include known and unknown claims relating to the
25 Action. Plaintiffs and Class Members expressly, knowingly, and voluntarily waived
26 the provisions of Section 1542 of the California Civil Code, which provides as
27 follows:
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
3 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
6 DEBTOR OR RELEASED PARTY.

7 Plaintiffs and Class Members expressly waived and relinquished any and all
8 rights or Benefits that they may have under, or that may be conferred upon them by,
9 the provisions of Section 1542 of the California Civil Code, or any other law of any
10 state or territory that is similar, comparable, or equivalent to Section 1542, to the
11 fullest extent that they may lawfully waive such rights or Benefits pertaining to the
12 Released Claims. In connection with such waiver and relinquishment, Plaintiffs and
13 the Class Members acknowledged that they are aware that they or their attorneys
14 may hereafter discover claims or facts in addition to or different from those that they
15 now know or believe exist with respect to the Released Claims, but that it is their
16 intention to fully, finally, and forever settle and release all of the Released Claims
17 known or unknown, suspected or unsuspected, that they have or may have against
18 the Released Parties. In furtherance of such intention, the Release given by Plaintiffs
19 and the Class Members to the Released Parties shall be and remain in effect as a full
20 and complete release notwithstanding the discovery or existence of any such
21 additional different claims or facts. Each of the Parties expressly acknowledged that
22 he/she/it has been advised by his/her/its attorney of the contents and effect of Section
23 1542, and with knowledge, each of the Parties expressly waived whatever Benefits
24 he/she/it may have had pursuant to such section (or comparable or similar provisions
25 under the laws of other states or jurisdictions). Plaintiffs acknowledge, and the Class
26 Members shall be deemed by operation of the Final Judgment to have
27 acknowledged, that the foregoing waiver was separately bargained for and a material
28 element of the Settlement of which this Release is a part.

15. Prohibition on Reasserting Released Claims. The Court orders that,
upon the Effective Date, the Settlement shall be the exclusive remedy for any and

1 all Released Claims of Plaintiffs and Class Members. All Plaintiffs and Class
2 Members and/or their representatives, and all persons acting on behalf of, or in
3 concert or participation with such Plaintiffs or Class Members (including but not
4 limited to the Releasing Parties), who have not been timely excluded from the Class,
5 are hereby permanently barred and enjoined from: (a) filing, commencing,
6 asserting, prosecuting, maintaining, pursuing, continuing, intervening in,
7 participating in, or receiving any benefits from, any lawsuit, arbitration, or
8 administrative, regulatory or other proceeding or order in any jurisdiction based
9 upon or asserting any of the Released Claims; and (b) bringing an individual action
10 or class action on behalf of Plaintiffs or Class Members, seeking to certify a class
11 that includes Plaintiffs or Class Members, or continuing to prosecute or participate
12 in any previously filed and/or certified class action, in any lawsuit based upon or
13 asserting any of the Released Claims.

14 16. Enforcement of Settlement. Nothing in this Final Order or in the
15 accompanying Final Judgment shall preclude any action to enforce the terms of the
16 Settlement or impair this Court’s continuing jurisdiction to enforce the Settlement;
17 nor shall anything in this Final Order or in the accompanying Final Judgment
18 preclude Plaintiffs or other Class Members from participating in the claim process
19 described in the Settlement if they are entitled to do so under the terms of the
20 Settlement.

21 17. Attorneys’ Fees and Expenses and Incentive Awards. The Court is
22 concurrently issuing a separate Order with respect to Attorneys’ Fees and Expenses
23 and Incentive Awards to the Plaintiffs, entitled “Final Order Approving Attorneys’
24 Fees and Expenses and Incentive Awards.”

25 18. Modification of Settlement Agreement. The Parties are hereby
26 authorized, without needing further approval from the Court, to agree to written
27 amendments, modifications, or expansions of the Settlement and its implementing
28 documents (including all Exhibits) without further notice to the Class or approval by

1 the Court if such changes are consistent with this Final Order and the accompanying
2 Final Judgment and do not materially alter, reduce, or limit the rights of Class
3 Members under the Settlement.

4 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Final
5 Order, the Final Order Approving Attorneys’ Fees and Expenses and Incentive
6 Awards, and the accompanying Final Judgment (together, “Final Orders”). Without
7 in any way affecting the finality of these Final Orders and/or the accompanying Final
8 Judgment, this Court expressly retains jurisdiction as to all matters relating to the
9 administration, consummation, enforcement and interpretation of the Settlement and
10 of these Final Orders and the accompanying Final Judgment, and for any other
11 necessary purpose, including:

12 a. enforcing the terms and conditions of the Settlement and
13 resolving any disputes, claims, or causes of action that, in whole or in part, are related
14 to or arise out of the Settlement, this Final Order, the Final Order Approving
15 Attorneys’ Fees and Expenses and Incentive Awards, or the accompanying Final
16 Judgment (including, without limitation, whether a person or entity is or is not a
17 Class Member; and whether claims or causes of action allegedly related to this case
18 are or are not barred by this Final Order and the accompanying Final Judgment; and
19 whether persons or entities are foreclosed from pursuing any claims against
20 Defendant);

21 b. entering such additional Orders, if any, as may be necessary or
22 appropriate to protect or effectuate this Final Order, the Final Order Approving
23 Attorneys’ Fees and Expenses and Incentive Awards, the accompanying Final
24 Judgment, and the Settlement (including, without limitation, orders prohibiting
25 persons or entities from pursuing any claims against Defendant), or dismissing all
26 claims on the merits and with prejudice, and prohibiting Class Members from
27 initiating or pursuing related proceedings, or to ensure the fair and orderly
28 administration of the Settlement;

1 c. addressing any violation of the requirements in the Settlement;
2 and

3 d. entering any other necessary or appropriate Orders to protect and
4 effectuate this Court's retention of continuing jurisdiction; provided, however, that
5 nothing in this paragraph is intended to restrict the ability of the Parties to exercise
6 their rights as provided in the Settlement.

7 20. No Admissions. Neither the Settlement, nor any of its provisions, nor
8 any negotiations, statements or court proceedings relating to its provisions in any
9 way shall be:

10 a. construed as, offered as, received as, used as, or deemed to be
11 evidence of any kind in the Action, any other action, or in any judicial,
12 administrative, regulatory or other proceeding, except in a proceeding to enforce the
13 Settlement or the rights of the Parties or their counsel;

14 b. construed as, offered as, received as, used as or deemed to be
15 evidence or an admission or concession of any liability or wrongdoing whatsoever
16 on the part of any person or entity, including, but not limited to, Defendant, the
17 Released Parties, Plaintiffs, the Class, or Class Counsel or as a waiver by Defendant,
18 the Released Parties, Plaintiffs, or the Class of any applicable privileges, claims or
19 defenses; and/or

20 c. deemed a presumption, concession, or admission by Defendant
21 of any fault, liability or wrongdoing as to any facts or claims alleged or asserted in
22 the Action, or in any other actions or proceedings.

23 21. Notwithstanding the foregoing, Defendant may file the Settlement, this
24 Final Order and accompanying Final Judgment, and/or any of the documents or
25 statements referred to therein in support of any defense or claim that this Final Order
26 and accompanying Final Judgment is binding on and shall have *res judicata*,
27 collateral estoppel, and/or preclusive effect in all pending and future lawsuits or
28 other proceedings maintained by or on behalf of Plaintiffs and/or any other Class

1 Members, and each of them, as well as their heirs, executors, administrators,
2 successors, assigns, and/or any other of the Releasing Parties.

3 22. The Court hereby enters judgment in favor of Defendant in the Action
4 (including all individual and Class claims presented therein), without fees or costs
5 to any Party except as otherwise provided in this Final Order, the Final Order
6 Approving Attorneys' Fees and Expenses and Incentive Awards, the accompanying
7 Final Judgment, and the Settlement.

8 23. In the event that the Effective Date does not occur, certification shall
9 be automatically vacated and this Final Order, the Final Order Approving Attorneys'
10 Fees and Expenses and Incentive Awards, the accompanying Final Judgment, and
11 all other orders entered and releases delivered in connection herewith, shall be
12 vacated and shall become null and void.

13
14
15 DATED: _____
16 The Honorable Cormac J. Carney
17
18
19
20
21
22
23
24
25
26
27
28